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34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 41.

HENRY CRONCHEY—A BRITISH SUBJECT.

LETTER

FROM

THE SECRETARY OF STATE,

TRANSMITTING

The memorial of Henry Cronchey, a British subject, praying compensation for extra services, &c.

March 4, 1856.—Referred to the Committee on Foreign Affairs, and ordered to be printed.

DEPARTMENT OF STATE,
Washington, March 3, 1856.

SIR: I have the honor to transmit herewith a copy of a memorial, addressed to the President by Mr. Henry Cronchey, a British subject, praying compensation for extra services performed in the office of the legation of the United States at London, while the office of secretary of legation was vacant, between December, 1852, and August, 1853.

I also transmit a copy of a bill for the relief of Mr. Cronchey, as it passed the Senate on the 27th April, 1854, with the recommendation that an act may be passed for his relief at the present session, in accordance therewith.

I have the honor to be, sir, your obedient servant,

W. L. MARCY.

Hon. N. P. BANKS, Jr.,
Speaker of the House of Representatives.

To his Excellency the Hon. Franklin Pierce, President of the United States of America:

The petition of Henry Cronchey, of 21 Caversham Terrace, Chelsea, London, England, humbly represents:

That he is desirous of approaching your excellency with the profoundest respect for the purpose of detailing the following circumstances, and preferring a request for relief therein.

I, Henry Cronchey, was for many years clerk in the United States legation at London. My removal from that office took place under the operation of a clause in the personal instructions to ministers, issued from the Department of State on the 1st of June, 1853, forbidding the employment of any but American citizens in such a capacity. I had supposed that my employment had been made permanent by an act of Congress, and would not, therefore, be affected by those regulations; having, at the urgent desire of the predecessor of the present minister to remain in the office upon such an understanding, consented to abandon other very excellent prospects. Thus losing both advantages, I suffered a great injury.

During the latter part of the year 1852, and, with the exception of a few days, until the 24th of August, 1853, the business of the office, in the absence of a regularly appointed secretary of legation, devolved from the hands of the minister wholly upon me, at a time, too, of great pressure. I readily yielded to the extraordinary demands upon my labor. But, in order to keep the business in proper train, I was obliged to forbear the execution of other profitable work I had undertaken; suffering, in consequence, a clear loss of income. I worked early and late beyond the usual office hours, and I even expended money from my private resources for assistance in copying, on several occasions of emergency. I could point to the records of the legation, and to its correspondence with the British Foreign Office and the United States Department of State, could any doubt of this statement be supposed to be entertained. Yet I have not received any recompense for such extra labor; but it was immediately followed by my removal from the legation, under the circumstances already stated, without, as far as I am aware, the allegation of a single complaint of any kind. Thus the injury I suffered by my removal, which, perhaps, was imperatively necessary by the instructions to which I have alluded, was aggravated.

I petitioned Congress, as advised, for redress, in a memorial dated the 3d of March, 1854, which was very kindly presented in the Senate by the Hon. Edward Everett; and that honorable body, having referred the subject to the Committee on Foreign Relations, passed a bill on the 27th of April following, giving me one thousand dollars, the full pay of a secretary of legation for six months.

I hailed with great satisfaction this measure of relief, coupled as it was with the kind expressions of sympathy by the Committee on Foreign Relations, in what, however, they regarded but as a necessary incident to public life. But I have awaited the further action of Congress on this subject in vain. Although I have called attention to the bill passed in the Senate, it appears to have been neglected to be referred to the House of Representatives, or to have met with no consideration while there. Thus, again, by delay, the already aggravated injury under which I suffer is increased.

It was not until eight months after my removal from the legation that I could procure another suitable employment; and I felt very keenly the abandonment of those good prospects I had possessed, which I was induced to make for the requirements of the public service of the United States. This was a very serious loss of time and

labor, from whose consequences I should have been now relieved, had the provisions of the bill of the Senate in my favor received a prompt execution.

Your memorialist submits, with the utmost deference, the foregoing statement for consideration, and turns to your excellency with the earnest prayer to have the great goodness to afford him relief by executing the intention of the Senate to protect him from injury by granting the payment of the sum of one thousand dollars. Aware that mere technical objections may be properly urged against such a course, your memorialist can only rely upon the influence which he feels sure the simple fact will have upon your excellency in your exalted position, that for extraordinary labor, rendered in behalf of the service of the United States, he is at this moment without any compensation whatever.

Your memorialist takes the liberty to append testimonials, and, earnestly praying your excellency to consider his case, as in duty bound, will ever pray, &c.

HENRY CRONCHEY.

21 CAVERSHAM TERRACE,
Chelsea, England, May 16, 1855.

Testimonials.

LEGATION UNITED STATES,
Grosvenor Place, August 2, 1845.

Mr. Henry Cronchey has been employed as a clerk in this office, the greater part of the time, for the last year. His attention to business is in the highest degree assiduous, and his whole conduct exemplary and becoming.

EDWARD EVERETT,
United States Minister.

AUGUST 30, 1849.

I have employed Mr. H. Cronchey. He is an industrious, modest, and agreeable man, willing to make himself useful, and able to do so.

GEORGE BANCROFT.

UNITED STATES LEGATION,
London, July 28, 1849.

I have known Mr. Henry Cronchey for several years, and have had the fullest opportunity of judging of his character as a man of business. He is, in my opinion, a very discreet and most capable person,

well educated, of high principle, and worthy of entire confidence; and I have sincere pleasure in stating this without reservation.

J. R. BROADHEAD.

UNITED STATES LEGATION,
September 30, 1852.

The undersigned, &c., having employed Mr. Henry Cronchey since the 11th of October, 1849, as a confidential clerk, recommends him in an unqualified manner as a faithful, intelligent, correct, pains-taking clerk, of discreet judgment, amiable temper, and good business training.

ABBOTT LAWRENCE.

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45 PORTLAND PLACE, *August* 27, 1853.

During the last eleven months I have had almost constant intercourse with Mr. Henry Cronchey, who has been connected with the legation of the United States. His services have been of great value and importance. He possesses in an eminent degree the qualities of a clerk. He is intelligent, industrious, and faithful. It gives me great pleasure to bear testimony to his merits.

J. R. INGERSOLL.

AN ACT to make compensation to Henry Cronchey for extra services.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That there be allowed to Henry Cronchey the sum of one thousand dollars, in full compensation for extra services performed in the office of the United States legation at London, while the office of secretary of legation was vacant, between December, eighteen hundred and fifty-two, and August, eighteen hundred and fifty-three—the same to be paid out of any money in the treasury not otherwise appropriated.

[Passed the Senate April 27, 1854.]

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 42.

FEE FOR AUTHENTICATING PAPERS UNDER SEAL—STATE DEPARTMENT.

LETTER

FROM

THE SECRETARY OF STATE,

ON

The subject of abolishing the fee now received at the State Department for authenticating papers under seal.

March 5, 1856.—Referred to the Committee on the Judiciary, and ordered to be printed,

Department of State,
Washington, March 4, 1856.

Sir: I have the honor to invite your attention to the copy of an act, herewith enclosed, entitled "An act to repeal part of an act entitled 'An act to provide for the safe-keeping of the acts, records, and seal of the United States, and for other purposes,'" which passed the House of Representatives April 3, 1854, and was sent on the following day to the Senate, when it was read twice and referred to the Committee on the Judiciary.

The object of this act is to abolish a fee of twenty-five cents now required for authenticating any paper under the seal of this department.

The revenue accruing from this fee is inconsiderable, and subjects the department to much inconvenience in its collection.

I have the honor to be, sir, very respectfully, your obedient servant,

W. L. MARCY.

Hon. N. P. Banks, Jr.,
Speaker of the House of Representatives.

AN ACT to repeal part of an act entitled "An act to provide for the safe-keeping of the acts, records, and seal of the United States, and for other purposes."

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That so much of the

act entitled "An act to provide for the safe-keeping of the acts, records, and seal of the United States, and for other purposes," as is embraced in the last clause of the sixth section of said act, and which reads in words as follows: "For authenticating a copy of a record or paper, under the seal of office, twenty-five cents," shall be, and the same is hereby, repealed.

Passed the House of Representatives April 3, 1854,

Attest: JOHN W. FORNEY, *Clerk.*

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 43.

ASSAY OFFICE, NEW YORK—INCREASE OF SALARIES OF CLERKS.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING

A letter from the Assistant Treasurer at New York, asking an increase of the salaries of certain clerks in the Assay Office.

March 5, 1856.—Referred to the Committee of Ways and Means, and ordered to be printed.

TREASURY DEPARTMENT,
March 1, 1856.

SIR: I have the honor to enclose herewith a copy of a letter of the 23d ult. from the Assistant Treasurer at New York, asking that the salaries of certain clerkships in his office, as treasurer of the Assay Office, may be increased.

It is supposed by this department that there may be danger of losing the services of tried officers highly important in such delicate and responsible trusts, unless their compensation is increased. But such increase as is asked for, and seems to be required, cannot be made without an appropriation by law for the purpose, and the application is therefore respectfully submitted.

Very respectfully, your obedient servant,
JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. BANKS, Jr.,
Speaker of the House of Representatives.

OFFICE OF THE ASSISTANT TREASURER OF THE UNITED STATES,
New York, February 23, 1856.

SIR: In compliance with your request at our recent interview, I have the honor to address you in relation to increased compensation to my clerks, as "*Treasurer of the Assay Office.*"

Mr. Edelman, the chief clerk, whose services I deem it very important to retain, now receives a salary of $2,000. I recommend that it be increased to $2,500, that being the amount offered him elsewhere.

Mr. St. John is a gentleman of high capacity and integrity. His position is one of great trust, and I have entire confidence in his faithfulness. His compensation is now $1,500. I recommend that it be increased to $1,800.

Mr. Maclay, the assistant weigh clerk, is charged with all the weighings, in behalf of the treasurer, which take place in the melting and refining building. He also acts as the treasurer's superintendent of melts. His duties are delicate and responsible, and are very faithfully discharged. His compensation is now $1,200. I recommend that it be increased to $1,600.

Mr. Floyd, the accountant, is eminently qualified for his position. His duties are performed with great accuracy, care, and neatness. He now receives a salary of $1,500. I recommend that it be increased to $1,800.

Mr. Aikman, the bar clerk, is very competent and reliable. His compensation is $1,500. I do not recommend any change, deeming it adequate.

I willingly bear testimony to the fitness of all these gentlemen for the positions they occupy. All of them have families to support, and it is extremely difficult, with their present salaries, to meet the expense of living in this city, which has become far greater than any other city in the Union.

Very respectfully, your obedient servant,

JOHN J. CISCO,
Assistant Treasurer.

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 44.

PERSONS EMPLOYED IN THE COAST SURVEY, &c.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING

Report showing the number and names of persons employed in the Coast Survey, together with a statement of expenditures, &c.

March 5, 1856.—Laid upon the table, and ordered to be printed.

Treasury Department,
February 6, 1856.

Sir: I have the honor to present, herewith, a report made to the superintendent by the general disbursing agent of the Coast Survey, Samuel Hein, esq., showing the number and names of persons employed during the last fiscal year upon that work, and the business connected therewith; the amount of compensation received by them, the nature of their occupation, and length of time during which they were employed, together with a statement of all expenditures made during that year under the direction of the superintendent, Professor A. D. Bache.

This report has been prepared in conformity with the provisions of an act of Congress approved March 3, 1853.

Very respectfully, yours,
JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. Banks, Jr.,
Speaker of the House of Representatives.

List showing the number and names of the persons employed in the Coast Survey during the fiscal year ending June 30, 1855, with the amount of compensation and time of employment; with a statement of all expenditures made under the direction of the Superintendent of the Coast Survey; prepared in pursuance of an act of Congress approved March 3, 1853, by Samuel Hein, general disbursing agent of United States Coast Survey.

[Those marked (°) are not now employed in the Coast Survey.]

Names and office.	Time employed.	Amount of compensation.
Superintendent.		
A. D. Bache	1 year	$6,000 00
Assistants.		
Edmund Blunt	do	3,500 00
F. H. Gerdes	do	2,500 00
R. D. Cutts	do	2,500 00
John Farley	do	2,000 00
C. O. Boutelle	do	2,000 00
J. E. Hilgard	do	1,950 00
H. L. Whiting	do	1,800 00
George Davidson	do	1,600 00
J. J. S. Hassler	do	1,500 00
William E. Greenwell	do	1,450 00
S. A. Gilbert	do	1,452 66
Charles P. Bolles	do	1,300 00
George D. Wise	do	1,200 00
George A. Fairfield	do	1,075 00
A. W. Longfellow	do	1,000 00
A. M. Harrison	do	1,000 00
George W. Dean	do	1,000 00
Telegraphic.		
L. F. Pourtales	do	1,300 00
Sub-Assistants.		
Hull Adams	do	800 00
John Seib	do	950 00
A. S. Wadsworth	do	950 00
R. M. Bache	do	950 00
John Rockwell	do	800 00
Edward Goodfellow	do	800 00
A. F. Rodgers	do	800 00
W. M. Johnson	do	800 00
S. C. McCorkle	May and June, 1855	100 00
S. A. Wainwright	1 year	600 00
William S. Walker°	do	600 00
J. R. Offley°	July to August 9, 1854	59 67
Benjamin Huger, jr	1 year	600 00
J. G. Oltmanns	do	600 00
Henry Mitchell	do	900 00
J. S. Lawson	7 months	466 67
George H. Bagwell	9 months	450 00

LIST—Continued.

Names and office.	Time employed.	Amount of compensation.
Artificer.		
Thomas McDonnell	1 year	$1,000 00
Disbursing Agent.		
Samuel Hein	1 year	2,500 00
Clerks.		
R. L. Hawkins	do	1,000 00
William S. McPherson	do	600 00
Computers.		
Charles A. Schott	do	1,300 00
Theo. W. Werner	do	1,419 00
Eugenius Nulty	do	1,200 00
L. W. Meech	do	1,460 40
James Main	do	1,000 00
G. Rumpf	do	900 00
J. T. Hoover	do	519 00
John Weissner	do	580 20
C. M. Yulee°	July and August, 1854	66 66
D. A. Burr°	9 months	250 00
James H. Toomer	11 months	357 81
McLane Tilton	9 months	275 00
Tide Computers and Temporary.		
Henry Heaton°	1 year	519 00
R. S. Avery	do	519 00
P. R. Hawley	7 months	257 79
G. C. Blanchard	1 year	384 84
J. Kincheloe	11 months	376 23
Richard Evans	2½ months	61 66
M. Thomas	1 year	459 00
S. Walker	do	459 00
H. R. Pyne°	4 months, 1854	149 20
R. P. Kerrison°	do do	143 30
F. P. Webber	9½ months, 1854	331 50
Computers by Contract.		
R. Freeman		275 00
A. S. Clements		150 00
M. O. Herring°		21 00
M. R. Thomas		25 00
Aids.		
George H. Bagwell	3 months	122 50
George W. Parrish°	5 months	244 90
C. B. Baker	do	172 80
H. S. Du Val	8 months	350 90
L. S. Haydon°	1 year	416 09
R. J. Breckenridge, jr°	1 month	24 60
P. C. F. West	3 months	203 16

LIST—Continued.

Names and office.	Time employed.	Amount of compensation.
C. T. Iardella	5 months	$270 06
Clarence Fendall	2 months	73 80
F. F. Nes	4 months	129 18
F. A. Lueber	2 months	51 20
D. E. Montgomery°	5 months	165 60
S. J. Hough	15 days	23 10
W. W. Ashe°	1 month	33 60
M. Seaton	2 months	61 40
R. T. Bassett	7 months	302 20
H. F. Peters°	12 days	17 60
R. B. Washington°	1 month	33 00
Stephen Harris	6 months	256 95
Draughtsmen.		
W. M. C. Fairfax	1 year	1,600 00
M. J. McClery	do	1,500 00
Joseph Welch	261½ days	1,176 75
J. J. Ricketts	279 days	929 07
J. C. Tennent°	July to August 2, 1854	88 81
J. R. P. Mechlin°	105 days	267 50
L. D. Williams	313½ days	729 61
William P. Schultz	327 days	654 00
E. Freyhold°	26 days	52 00
William T. Martin	265½ days	530 66
John R. Key	297 days	594 00
B. Hooe, jr.	311 days	381 72
A. Lindenkohl	304 days	558 25
R. L. Eastman°	86 days	64 50
F. Boucher°	199½ days	299 50
F. Fairfax	9 months	255 00
A. W. Tinkham°	July, 1854	50 00
James A. Whistler°	55 days	82 75
A. Boschke	163 days	653 99
A. Balbach	161 days	401 45
G. A. Porterfield	9 months	580 63
Drawing, by contract.		
Fred. Fairfax		25 00
A. Boschke		450 00
Louis Daser		12 00
A. Balbach		72 00
A. Schoepf		80 00
John Lambert°		350 00
Engravers.		
John Knight	1 year	1,650 00
F. Dankworth	do	1,650 00
A. Rollé	do	1,650 00
S. Seibert°	24⅛ days	172 37
William Smith°	50⅛ days	177 18
H. M. Knight°	117 days	351 00
John Young°	252 days	742 98
J. V. N. Throop	255½ days	894 25
John L. Hazzard°	171⅛ days	623 43
Charles A. Knight°	174½ days	279 56

LIST—Continued.

Names and office.	Time employed.	Amount of compensation.
A. Maedel	188 days	$657 99
G. B. Metzeroth	141⅛ days	494 38
J. C. Kondrup	37 days	111 00
R. T. Knight	62 days	186 00
G. Bright°	2 months	40 00
Engraving apprentices.		
H. C. Evans°	46½ days	93 25
S. W. Bradley	9 months	291 12
J. J. Knight	1 year	425 00
R. F. Bartle	do	275 00
F. W. Benner	10 months	226 75
C. Smith°	19½ days	19 50
Charles Keller	1 day	1 00
W. A. Thompson	9 days	9 00
Engraving by contract.		
Edward Yeager		413 64
E. F. Woodward		185 41
William H. Dougal°		25 00
Charles Smith°		9 50
John L. Hazzard°		21 91
George McCoy		1,091 13
G. E. Sherman		12 50
James Young°		3 00
Printers.		
S. D. O'Brien	1 year	1,095 00
John Rutherdale	327 days	573 01
John Barrett, (assisting)	315 days	315 00
Map room.		
V. E. King	1 year	680 00
Francis Holden	305 days	381 25
Instrument makers.		
J. Veirbuchen	310½ days	1,047 00
William Jacobi°	208 days	416 00
Thomas J. Hunt	273 days	600 94
James Nessenson	280 days	491 51
J. R. Cronin	278½ days	417 75
D. Reinken	64 days	128 00
Apprentices.		
J. W. Smith	300½ days	414 87
George Heitz	247½ days	189 76
Peter Veirbuchen	307½ days	199 59
R. Schellhaas	31 days	46 50
Electrotypists.		
George Mathiot	1 year	1,800 00

LIST—Continued.

Names and office.	Time employed.	Amount of compensation.
Temporary.		
W. Neff°	14 days	$14 00
A. Pomneitzky°	77½ days	96 87
Paul Kraft°	64 days	51 20
George Curtis	115 days	92 00
Carpenters.		
W. T. Wood°	207¾ days	676 87
A. Yeatman	299 days	606 00
Henry Trine	32 days	64 00
Archives.		
C. B. Snow	1 year	1,000 00
Clerks.		
W. W. Cooper	---do	960 92
Hugh McHenry	---do	553 71
A. W. Russell	---do	1,100 00
Edward Wharton	---do	900 00
Frederick Whyte	---do	840 00
G. S. Tansill	---do	600 00
Miscellaneous copying, by the piece.		
A. M. Smith		300 00
Messengers.		
Daniel Flynn	1 year	500 00
Thomas Kenney	---do	395 00
William B. Ingram	---do	365 00
Sampson Nutter	---do	365 00
C. Kraft	---do	350 00
John Mitchell	---do	258 00
William Bright	---do	182 50
Temporary.		
John H. Diggs	4 months	127 48
Watchman,		
B. Neff	1 year	438 00

The following persons have been employed with authority of the Secretary of the Treasury, under article 1, part 5, of plan of reorganization of the survey of the coast.

Names.	Time employed.	Amount of compensation.
B. A. Gould, jr	1 year	$1,500 00
Benjamin Pierce	do	1,500 00
William C. Bond	do	600 00
E. Otis Kendall	do	300 00
William Mitchell	do	150 00

Statement of Coast Survey expenditures in fiscal year 1854–'55, *in order of sections of coast, and of operations in each section.*

	1854.		1855.			
	Third quarter.	Fourth quarter.	First quarter.	Second quarter.	Total year.	Total section.
	July, August, and September.	October, November, and December.	January, Feb'y, and March.	April, May, and June.		
SECTION I.						
1. Reconnaissance, astronomical observations, and triangulation	$6,076 15	$5,659 07	$1,057 84	$776 49	$13,569 55	
2. Topographical work	2,990 74	2,282 41	----------	150 00	5,423 15	
3. Hydrography, including tides	11,279 40	4,323 64	810 71	645 60	17,059 35	
						$36,052 05
SECTION II.						
Verification work, including tides	3,264 52	2,196 61	1,311 94	1,598 16	8,371 23	
						8,371 23
SECTION III.						
1. Triangulation	1,106 32	1,465 35	557 11	1,361 26	4,490 04	
2. Topographical work	2,290 66	1,588 92	200 00	812 31	4,891 89	
3. Hydrography, including tides	4,683 01	1,710 03	308 05	2,123 00	8,824 09	
						18,206 02
SECTION IV.						
1. Triangulation, &c	377 30	773 55	3,414 58	1,577 75	6,143 18	
2. Topographical work	287 08	1,062 98	1,994 70	1,551 00	4,895 76	
3. Hydrography, &c	2,050 79	618 15	----------	----------	2,668 94	
						13,707 88

SECTION V.						
1. Triangulation, &c.	63 67	711 63	3,891 71	1,861 06	6,528 07	
2. Topographical work	638 72	665 06	3,680 94	1,058 91	6,043 63	
3. Hydrography	157 67	3,427 35	1,483 22	218 71	5,286 95	
						17,858 65
SECTIONS IV & V.						
Gulf hydrography	1,166 47	797 28			1,963 75	
						1,963 75
SECTION VII.						
1. Triangulation, &c.		74 30	1,769 67	1,304 69	3,148 66	
2. Topographical work		577 35	2,372 40	841 36	3,791 11	
3. Hydrography		8,000 00	516 33	1,261 81	9,778 17	
						16,717 94
SECTION VIII.						
1. Triangulation, &c.	316 00	3,750 58	6,293 70	3,094 63	10,454 91	
2. Topographical work	154 56	86 50	1,688 81	2,420 18	4,350 05	
3. Hydrography	379 39	4,885 01	722 61	165 01	6,152 02	
						20,956 98
SECTION IX.						
1. Triangulation and topography	306 50	547 82	2,580 08	1,963 22	5,397 62	
2. Hydrography	75 00	2,808 43	1,262 21		4,145 94	
						9,543 56
Telegraphic operations in the several sections						6,509 19
Purchase of instruments						3,008 38

Recapitulation of field expenditures.

Section I	$36,052 05
II	8,371 23
III	18,206 02
IV	13,707 88
V	17,858 65
IV & V	1,963 75
VII	16,717 94
VIII	20,956 98
IX	9,543 56
Telegraphic operations	6,509 19
New instruments	3,008 38
	152,895 63

Work of reducing, drawing, engraving, printing maps, electrotyping, and materials, &c., and general office work.

Rent of office	$2,037 50
Fuel, wood, oil, candles	1,370 23
Blank and record-books, printing and binding formulæ, stationery, &c	2,720 31
Computations, tidal, &c	9,940 81
Drawing, reducing, and materials	8,275 29
Electrotyping and materials	3,337 55
Engraving and materials	10,268 32
Printing maps, and materials	2,278 26
Instrument makers, repairs, and materials	4,175 50
Copying and materials	1,962 44
Archives and library	2,044 44
Copying records, &c	2,189 21
Messengers, laborers, and watchmen	2,862 23
Transportation of instruments, postage, and telegraphic messages	947 22
Disbursing	1,850 00
Repairs of furniture, offices, cleaning chimneys and outhouses, and all others not included above	1,988 04
Sappers and miners, special-duty pay	91 80
	58,339 15

GENERAL RECAPITULATION.

Field expenditures	$152,895 63
Office expenditures	58,339 15
Total fiscal year	211,234 78

Expenditures for the survey of the western coast, fiscal year 1854–'55.

	Amount.	Account settled.
Field expenses.		
Astronomical, magnetical, and triangulation party	$21,983 55	From July 1, 1854, to June 30, 1855.
Triangulation and topographical party	20,205 81	From June 1, 1854, to May 31, 1855.
Topographical party	11,111 63	From June 1, 1854, to April 30, 1855.
Tidal party	8,963 24	From July 1, 1854, to March 31, 1855.
Hydrography, steamer "Active" and schr. "Ewing"	45,053 43	From April 1, 1854, to May 31, 1855.
For instruments	3,003 83	
Total field expenses		$110,321 49
Office expenses.		
For computations	4,485 40	
For drawing	3,564 79	
For engraving	2,929 91	
For instrument makers	604 63	
For printing maps, &c	573 01	
For archives and library	250 00	
For copying records, &c	1,681 23	
For messenger	500 00	
For disbursing	1,625 00	
For rent	540 00	
For wood, oil, &c	684 63	
For blank-books, blanks, and binding, &c	634 73	
For express transportation, and all other contingents	447 63	
Total field expenses		18,520 96
Total expenditures		128,842 45

Expenditures for survey of the reefs, keys, and shoals of South Florida for fiscal year 1854–'55.

	Amount.	Total expenditures.
Field expenses.		
Reconnaissance and triangulation	$5,730 27	
Topographical work	4,879 96	
Hydrography, including tides	8,974 28	
Purchase of schooner	4,880 00	
Total field expenses		$24,464 51
Office expenses.		
For computations	900 00	
For drawing	1,018 43	
For engraving	1,352 52	
For copying records, &c., &c	625 00	
For disbursing	625 00	
For rent	300 00	
For fuel	158 50	
For blank-books, formulæ, and all other contingencies	572 92	
Total office expenses		5,552 37
Total expenditures		30,016 88

The following expenditures for special surveys, &c., have been made under the direction of the Superintendent of the Coast Survey during the fiscal year 1854–'55.

For continuing the survey of the islands off the coast of California	$30,862 20
For continuing the survey of the keys off the coast of Florida	20,721 97
For publishing the observations made in the progress of the survey of the coast	3,745 82
For fuel and quarters, and for mileage and transportation for officers and enlisted soldiers of the army serving in the Coast Survey, in cases no longer provided for in the Quartermaster's department	8,298 39
For light-house surveys under section 7, act of August 3, 1854	2,619 84
For survey of St. John's river, under direction of Engineer department	3,500 00
For survey of James river, Virginia	789 76
For making permanent the signals placed by the Coast Survey along the Florida reefs	5,961 11

SAML. HEIN,
General Disbursing Agent Coast Survey.

COAST SURVEY OFFICE, *December*, 1855.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 45.

REVENUE CUTTERS FOR THE LAKES.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

RECOMMENDING

The construction of Revenue Cutters for use on the Lakes.

March 6, 1856.—Referred to the Committee of Ways and Means, and ordered to be printed.

TREASURY DEPARTMENT,
March 5, 1856.

SIR: In view of the great facilities afforded for illicit trade on the lakes, and the liability to frauds on the revenue, the department deems it proper that a change should be made in the revenue cutter force now stationed in that quarter.

There are, at present, two cutters stationed on the lakes—the "Ingham" at Detroit, and the "Harrison" at Oswego, of about one hundred and thirty tons each. These vessels, owing to their heavy draught of water, consequent on their size, are almost useless for the service they are desired to perform, being unable to enter most of the rivers of their respective cruising grounds, which, from their peculiar position, afford great inducements to illicit traffic. In view of these circumstances, the growth of business, and increase of commerce on the lakes, the department, after due consideration of the subject, deems it proper to recommend to Congress that authority be given to it to dispose of the before-mentioned cutters, and substitute in their stead six vessels of lesser tonnage, to be distributed at different points on the lakes, as follows, viz:

One on Lake Superior; one at Detroit; one at Oswego; one at Sackett's Harbor; one at Michillimackinac; one at Erie.

These vessels, it is proposed, should be about fifty tons each, which would give them a draught of water to enable them to enter the various tributaries to the lakes affording such facilities for illicit trade, and at the same time sufficient size to navigate every portion of their cruising grounds.

To carry this desirable object into effect, it is recommended that authority be given this department by Congress to use the proceeds that may accrue from the sale of the two large cutters herein mentioned, and that an appropriation of $45,000 be added thereto, which, by consulting a judicious economy, proper at all times, will, it is estimated, put the entire six vessels afloat, prepared in every respect for active service.

I am, very respectfully,

JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. BANKS, Jr.,
Speaker of the House of Representatives.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 46.

BUFFALO CUSTOM-HOUSE.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

IN REFERENCE TO

The building in process of construction at Buffalo for a Custom-house, Post Office, &c.

MARCH 6, 1856.—Laid upon the table, and ordered to be printed

TREASURY DEPARTMENT,
March 5, 1856.

SIR: In conformity to a resolution of the House of Representatives of the 28th February, that the Secretary of the Treasury report to this House his opinion whether the building in process of construction at Buffalo for a custom-house, post office, court-rooms, and for other offices, is of sufficient size to answer properly the several purposes for which it is intended, I have the honor to state that this department does not deem the building of sufficient size to accommodate the business of the different branches of the public service for which it was designed. In view of this fact, and in compliance with the resolution of the House, I send herewith the front elevation of the Buffalo custom-house, with an addition of twelve and a half feet to each end, making the building one hundred and ten feet long by sixty feet. A building of that size would, in the opinion of this department, be adequate to the public wants. To build such addition would require an additional appropriation of $30,000, and ten per cent. thereon for contingencies.

I have the honor to be, very respectfully,

JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. BANKS, Jr.,
Speaker of the House of Representatives.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 48.

INDIAN DISTURBANCES IN OREGON AND WASHINGTON.

MESSAGE

FROM

THE PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A communication from the Secretary of the Interior, in relation to Indian disturbances in the Territories of Oregon and Washington.

MARCH 10, 1856.—Referred to the Committee on Indian Affairs, and ordered to be printed.

EXECUTIVE OFFICE, *March* 5, 1856.

To the Senate and House of Representatives of the United States:

I present herewith a communication from the Secretary of the Interior, in relation to Indian disturbances in the Territories of Oregon and Washington, and recommending an immediate appropriation of three hundred thousand dollars.

I commend this subject to your early consideration.

FRANKLIN PIERCE.

DEPARTMENT OF THE INTERIOR,
Washington, March 4, 1856.

SIR: I have the honor to lay before you a communication of this date, with accompanying papers from the Commissioner of Indian Affairs, relative to the Indian disturbances in Washington and Oregon Territories, and to recommend that an immediate appropriation of three hundred thousand dollars be asked of Congress, to be expended under your direction, in restoring and maintaining the peaceable disposition of the Indian tribes on the Pacific.

I am, sir, with great respect, your obedient servant,

R. McCLELLAND,
Secretary.

To the PRESIDENT OF THE UNITED STATES.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, March 4, 1856.

SIR: I transmit herewith a copy of a letter from Governor Stevens, of Washington Territory, dated December 22, 1855; also a copy of a letter from that officer dated January 29, 1856, both of which have reference to the present condition of our Indian relations in that Territory, and the exigencies and requirements of the public service there.

Governor Stevens has deemed the condition of things arising out of the Indian disturbances in the Territory of such moment as to cause him to transmit these papers by a special messenger, and they were delivered in this office yesterday by Mr. Mason, the secretary of the Territory, who was deputed by the governor for that purpose.

I have despatched a communication by to-day's mail to Governor Stevens, authorizing him to draw on this office for the sum of $27,000, which may be properly applied from funds now under the control of the department for the Indian service of Washington Territory; but there are no other moneys now subject to draft that can, in my opinion, be used for the purpose.

It will be observed that the governor states that he has now collected and is subsisting by rations daily some five thousand friendly Indians, and asks that he be permitted to draw on the department for the sum of fifteen thousand dollars per month, for an indefinite period, commencing the first of November last. I have advised him that the authority could not be granted, but that his communications would be transmitted to you with a recommendation that an appropriation be asked for immediately for the Indian service on the Pacific coast.

I deem it proper also to transmit herewith a copy of my report to you, dated the 1st December last, in relation to our Indian affairs in Oregon Territory, together with a copy of my instructions to the superintendent of Indian affairs in the latter Territory, dated fourth of that month, in which, in view of the exigency that had arisen there, he was authorized to draw on the department for a sum not exceeding $100,000, to be judiciously expended in all proper endeavors to avert the horrors of a general Indian war, which appeared to be impending.

It is my opinion that an urgent necessity exists for an application to Congress for an immediate appropriation of money to be applied, under the directions of the department, for the preservation of peace among the Indian tribes of Oregon and Washington Territories, and, so far as is pertinent to the Indian department, to allay existing hostilities.

I therefore recommend that a sum not exceeding $300,000 be asked for, to be expended for the objects above stated, under the direction of the President of the United States.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

Hon. R. MCCLELLAND,
Secretary of the Interior.

HEADQUARTERS WASHINGTON TERRITORY VOLUNTEERS,
Wallah-Wallah Valley, December, 22, 1855.

SIR: I reached this point on the 20th instant, after a very successful crossing of the mountains, and without the slightest interruption, either from the elements or the Indians, except the indispensable delays required to recruit and replace exhausted animals, and to confer with Indians to prevent their taking part in the existing hostilities.

In my communication of the 22d October I notified the department that I should move camp the next day on my return, and, if practicable, make treaties, on my way, with the lower Pend d'Oreilles, Cœur d'Alénes, Spokanes, Covilles, and O'Kanies-Kanies. The camp was broken up accordingly; I left Fort Benton on the 28th October, and after getting into camp on the Titon, on the 29th, some thirty miles from Fort Benton, my express man, Pearson, reached me, seventeen days from the Dalles, with the alarming information that the Yakimas were in open war; that Major Haller had been defeated and obliged to return to the Dalles; and that there was but little doubt that the Cayuses, Wallah-Wallahs, and Umatillas were hostile. A general Indian war was apprehended. The agent of the Yakimas, Bolon, had been most foully and treacherously killed. I had known, previous to this, from the letters of the Jesuit missionaries and Angus McDonald, esq., in charge of the Hudson's Bay post, at Fort Colville, that the tribes with whom I proposed to treat were in an excitable state, and that a little matter might cause them to join in the general combination.

My plans were immediately made. The train was stopped, and my secretary, James Doty, esq., was despatched to Fort Benton to get arms, ammunition, and animals. A small train of wagons, for the service of the Flathead agent, was turned back, and the party joined with the main body, and I pushed forward, in person, with two men, to the Bitter Root valley, to bring to Hellgate men, animals, ammunition, and arms, and to make, at that point, a treaty with the lower Pend d'Oreilles, if they could be brought to that point in season.

I made the distance from the Titon to Fort Owen, some 225 miles, in four and a half days, and on the second day afterwards was encamped on Hellgate, with the advanced parties in charge of agent Lansdale and special agent Adams, who, previous to the arrival of Pearson, had been despatched to the valley to facilitate my operations there in treating with Indians and collecting animals and supplies for the journey home.

Here I called into council the Nez Percés delegation to the Blackfeet council, and made arrangements that we should travel together as far as the Cœur d'Alénes mission.

Mr. Doty was detained five days in performing the duty assigned to him—the fifth day the whole train resting in consequence of the sickness of one of the men; and in eight days he reached my camp, a distance of two hundred miles. The weather was intensely cold east of the Rocky mountains, and there was about one foot of snow on the divide.

The plan formed on the Titon was now deemed by me to be entirely practicable, which was, to push over the Cœur d'Aléne trail to the

Spokane, call into council the tribes in that vicinity, soothe and quiet their excitement, making treaties for the sale of their lands, if they were prepared for it, and then push to the Nez Percés country; call that tribe into council; strengthen them in their determination to abide by their plighted faith, and, with their aid, to force my way through the hostile tribes to the settlements below.

The lower Pend d'Oreilles could not be collected in season, and I left with Dr. Lansdale, the programme of the treaty to be entered into with them at the earliest practicable moment.

We started from Hellgate on the 14th of November; crossed the divide in two and a half to three feet of snow on the 20th of November; reached the Cœur d'Alénes mission on the 24th; the train one day behind.

Here I paused two days, the animals absolutely requiring one day's rest; collected information, and soothed the spirits of the Cœur d'Alénes. They talked well, but their statements in regard to the war were somewhat uncertain.

From the Cœur d'Alénes, I despatched my Nez Percés interpreter, William Craig, with the Spotted Eagle and a portion of the chiefs to the Nez Percés country, with instructions to call the tribe into council; send information below of their intentions, and have everything in readiness for my reception there.

The Looking Glass and four other men of note accompanied me to the Spokane. We arrived there November 28th, a distance of nearly sixty miles, in two days.

On my arrival, I despatched expresses to Colville, and to the Indians at the mouth of the Spokane, calling them into council. Every chief of the Cœur d'Alénes, Spokanes, and Colvilles came. We were in council parts of three days. They were excited. Their minds were poisoned by all the artful stories and tricks of the hostile tribes. They talked freely; I urged them to talk boldly, saying I should talk friendly and boldly in return. In my address, I refuted the thousand lies which had been spread among them; admonished them wherein their duty lay; avowed my determination to protect Indians who were friendly. It seemed to change the whole current of their feelings. They were apparently soothed and satisfied, and they pledged themselves to protect all white men in their country, and to take no part in the war.

I did not deem it expedient to enter into a treaty for the purchase of their lands, though I expressed to them my willingness to do so, if they were prepared for it; and accordingly agreed with them that a council should be held for that purpose as early in the spring as practicable.

On our arrival at the Spokane, our animals were much exhausted by their long and rapid march, and the delays incident to the council were indispensable to recruit the animals. The horses were almost entirely worn out, and we were obliged by purchase and exchange to renovate our band.

On the Spokane, I found Mr. Bolen's party in good heart and spirits; and on starting my force was augmented by eighteen men from the mines.

At this point no reliable information could be gained of the plan of operations of the campaign. The Yakimas, under Kam-ai-akum, were believed to be on this side of the Columbia, at Priest's rapids, and the Cayuses and Wallah-Wallahs to be hostile.

On the 8th of December we were faily under way for the Nez Percés country, and in four days reached Craig's, on the Lapuai, a distance of one hundred and eight miles, travelling the whole time in storm, snow, and rain; the snow at times eight to twelve inches deep. At Craig's we found the Nez Percés in council awaiting my arrival.

Whilst we were in council, Indian reports rapidly came in of the four days' battle in the valley between the Oregon volunteers and the Cayuses, Wallah-Wallahs, Umatillas, and the Indians thence to the Dalles, and of the death of Pu-pu-mox-mox. These reports were confirmed on the 14th December, by letters forwarded by special agent B. F. Shaw. The train had already been in motion one and a half hour, and I remained behind for the day to conclude my arrangements. I determined to make no change in the plans which I had made in concert with Lanyer, the head chief of the Nez Percés, which was, to take with me a portion of his people well mounted and well armed, and to leave the larger portion in their own country, in camp at Craig's, at the mouth of the Lapuai and at the mouth of the Clearwater, to drive the hostile Indians out of the Nez Percés country, in case they should invade it from the north side of the Snake.

On my way here I met no hostile Indians. Ume-how-lish, reported to be one of the Cayuse leaders in the war, surrendered an unconditional prisoner. The Indians, in arms, are believed to be on the north side of the Snake southward from its mouth to the Nez Percés country. It is not certainly known whether Kam-ai-akum recrossed the Columbia, but it is believed he is now active in his exertions to combine all the tribes now in arms against the force in this valley. Here I shall remain a few days to make the best arrangements in my power to keep up communications with the friendly tribes, and to organize the settlers for defence. The war has been most treacherous and bloody in its inception, and it must be prosecuted with an iron hand. I state, on my official responsibility, that if strong measures are not urged now, and the enemy be not met and beaten before the spring, that there will be great danger of tribes now peaceable breaking into open war. I will vouch for the Nez Percés. They are staunch and entirely reliable. But all the tribes northward from the Cascades to the Bitter Root are extremely doubtful, and rumors are now reaching me that a portion of the Spokanes have already marched to the aid of Kam-ai-akum.

Bitterly have I regretted the long delay on the waters of the Missouri, incident to the successful issue of the Blackfeet council. I have sought to do my duty there, and I shall do it here. Considering the season, we have made an extraordinary march. The distance by our route has been some six hundred and fifty miles.

The military operations on the other side of the Columbia river have been unfortunate. The Yakima country should have been held and not abandoned. The country is good for a winter campaign. The Indians can and should be struck and punished now.

My plan is to make no treaties whatever with the tribes now in arms; to do away entirely with the reservations guarantied to them; to make a summary example of all the leading spirits, and to place as a conquered people, under the surveillance of troops, the remains of these tribes on reservations selected by the President, and on such terms as the government in its justice and mercy may vouchsafe to them.

Very respectfully, your most obedient,

ISAAC I. STEVENS,
Governor and Superintendent of Indian Affairs.

Hon. GEO. W. MANYPENNY,
Commissioner of Indian Affairs, Washington, D. C.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
Olympia, January 29, 1856.

SIR: I reached this place from the Wallah-Wallah valley on the 19th instant, and have just returned from a visit of the Sound region. The condition of affairs in the Territory is this: Nearly five thousand Indians are now under the charge of ten local agents, and rationed daily.

The people of the whole Sound region are living in block-houses, or in their immediate vicinity. A band of hostile Indians, numbering, according to various estimates, from two to five hundred, are on White and Green rivers, determined to prosecute the war. They attacked Seattle on the 26th instant, keeping up the attack nearly all day, killing two persons, and driving the families on shipboard. The town was defended by a vessel-of-war and over one hundred citizens. They have devastated the whole of King county, driving the whole population within the line of defences of the town of Seattle.

As the executive of the Territory, I have called out volunteers, and trust that, by a vigorous prosecution of the war, the enemy may be checked, and the Indians now friendly may be prevented joining them.

In such great peril is this whole community, and so important is it that means should be furnished to feed the Indians, and give great efficiency to the Indian service, that it has seemed to me indispensable to send a special messenger to lay our condition before the President and the departments.

The secretary of the Territory, and the acting governor during the first three months of the war, the Hon. C. H. Mason, has been selected by me for this duty, and will proceed without delay to Washington city.

I have to urge that the balance of the several appropriations, including that for Indian hostilities, be remitted without delay; and that, in addition, I be allowed to draw on the department for fifteen thousand dollars per month, beginning the first day of November last.

The Hon. C. H. Mason will lay all the facts before the department,

and will, I doubt not, show the department the extraordinary condition of things in the Territory, and the necessity which has made it indispensable to ration so many Indians, and appoint so many local agents.

I am, sir, very respectfully, your obedient servant,

ISAAC I. STEVENS,
Governor and Supt. Indian Affairs, Washington Territory.

Hon. GEO. W. MANYPENNY,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, December 1, 1855.

SIR: I have the honor to submit, herewith, for your information and consideration, and such action in connexion with that which may be deemed proper by the War Department as may be advisable, the original letters, and their respective enclosures, from Joel Palmer, esq., superintendent of Indian affairs in Oregon Territory, of the 9th, 16th, and 19th October last, respectively, which reached this office to-day.

The letter of the 9th October confirms the information of the murder of agent Bolon, communicated to you in my report of the 16th ultimo, and details to a considerable extent the character of the difficulties, and the causes thereof, in the Oregon and Washington Territories.

It also refers to the means necessary to enable the government successfully to meet the existing crisis regarding our Indian relations in those Territories, both as to war and peace measures; and I have respectfully to invite your attention to the suggestions referred to, as well in the letter of the superintendent as the report of agent Geo. H. Ambrose for September, and the letter of agent R. R. Thompson, enclosed therewith.

The letter of the 16th encloses a printed copy of "regulations for the guidance of agents in the Oregon Indian superintendency pending existing hostilities," of the 13th October, which the superintendent has considered it proper to issue for the purposes therein stated. A letter from agent R. R. Thompson, of the 8th October, reporting information of a battle between Major Haller's command and the Indians, his defeat, and other rumors of difficulties, and an extra from the Oregon "Statesman," containing letters and other information relative to an "Indian outbreak in southern Oregon—dwellings burned, and families murdered." In this communication the superintendent suggests the want of funds sufficient for the exigency of the service; details further information as to the rumors of hostilities, and murders of families, and expresses the opinion that a large effective force upon a war footing will be immediately required to meet the existing demand upon the government.

The letter of the 19th October, which appears to have been kept open on the 20th and 21st, and written from Portland, encloses two

letters from agent Thompson, and two from agent Olney, and printed copies of the proclamation of the governor of Oregon, and general orders looking to armament and defence against armed parties, who have combined with the avowed purpose of waging an exterminating war against the Indians in southern Oregon. Also a letter of the 21st October from E. R. Geary, esq., his clerk, giving additional facts and information touching the outbreak, the murders, and the extent of the bloody drama then enacting in that country.

It will be observed by this last letter from superintendent Palmer, that he is apprehensive that any force which may be obtained under the proclamation of Governor Curry, will be insufficient for the service required, and that mounted men only can be depended upon for the successful prosecution of a permanent peace.

Your particular attention is called to the remarks of the superintendent, under date of the 20th October, relative to the wholesale butchery of peaceable and friendly Indians upon their own reservation as prescribed and provided under treaty stipulations.

Without further reference to the numerous points presented in the papers enclosed, I would respectfully request that, when you shall have duly considered their contents, they be returned to be filed here. Should copies hereafter be required for the use of your department they can be made.

From the importance of the subject, any action that may be concluded upon should, doubtless, be done at once, and in time to be communicated by the steamer that leaves New York on the 5th instant, if possible.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

Hon. R. McClelland,
Secretary of the Interior.

Department of the Interior,
Office Indian Affairs, December 4, 1855.

Sir: Your letters of the 9th, 16th, and 19th October, together with their enclosures, all relating to the difficulties then existing in Oregon and Washington Territories among the different Indian tribes, and between the Indians and whites, arrived here on the 1st instant. The subject was promptly laid before the Secretary of the Interior, in order that such action might be taken, in conjunction with the War Department, as should be warranted and proper.

I have now to advise you that it is understood the military arm of the public service on the Pacific coast will be advised by the mail which is expected to leave New York to-morrow concerning their duties in this emergency. You will instruct the agents of this department within your superintendency by all proper means to aid in carrying out whatever measures you may deem necessary to effect peace among the several tribes of Indians, and restore harmony between them and

the whites; and where practicable, you will confer and act in concert with the military on that coast, so as to avoid any seeming clashing of jurisdiction, by which disaffection could take heart and encouragement. But while it may be proper that the measures to be employed shall be vigorous and effective, still they should be tempered with justice and such moderation as shall be wholly free from any charge of vindictiveness. You will, therefore, act with the utmost care and circumspection, avoid undue severity, yet act with such promptitude and energy as to secure respect to your authority. With these general directions, you will adopt such measures as, in conjunction with the authority and means in the hands of the military, shall seem in your judgment to be necessary to secure a permanent peace, a good understanding among all of the parties participating in the difficulties of which your several communications make mention.

There is not now time to send you any funds with this communication; but with the approbation of the Secretary of the Interior, you are authorized to draw upon this department for any expenditure that, in your opinion, the existing exigency absolutely demands, either for agricultural implements for the Indian reserve, provisions, clothing, or otherwise, as estimated in your letter of the 9th of October ultimo, providing, however, that the extent of such drafts does not exceed, in the aggregate, the sum of one hundred thousand dollars. But due notice should, in every instance, be promptly forwarded to this office of the date of the draft, its amount, and object. And in incurring the expenditure for which such drafts may be drawn, particular care will be taken that the utmost practicable economy is practised, consistent with the exigency of the case; and specific vouchers will be procured in all cases, and duly forwarded with all requisite explanations to enable this department and Congress to fully understand and comprehend the reasons and the necessity for the expenditures. You will readily conceive the importance of the observance of these instructions, when you are aware that any largely increased expenditure, for whatever object incurred, elicits the most minute inquiry and criticism.

As regards your statement relative to the propriety of being allowed a greater discretion in the purchase of tools and materials for the various objects of your superintendency, I have also to inform you that, under the circumstances stated by you, any such materials as, in your judgment, are immediately required, will be purchased by you on the Pacific coast, provided the same can be had at reasonable rates. You will, however, observe the same rules as to economy, giving information to this office of purchases made, drafts drawn, and furnishing proper vouchers, as stated in the foregoing paragraph. But on securing the necessary supply to answer the immediate wants of the service, you will report what additional goods or other materials it will be necessary to have sent from the Atlantic markets, and at what time the same will be required. In the mean time nothing will be sent from here until further advices are received from you.

Notwithstanding this allowance of so large a discretion to meet the case in its most alarming phase, it is still hoped that the cause is not really so bad as the representations forwarded by you would seem to

indicate. If, therefore, it should turn out that those representations are not realized by the facts when ascertained, you will be governed by a judicious regard of the real wants and exigencies of the service, and, so far as practicable, curtail the expenditures herein authorized.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

JOEL PALMER, Esq.,
Superintendent of Indian Affairs,
Dayton, Oregon Territory.

34th CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 49.

INTERPRETER TO THE MISSION TO CHINA.

LETTER

FROM

THE SECRETARY OF STATE,

TRANSMITTING

A copy of a letter from S. Wells Williams, the interpreter to the mission of the United States to China, asking an increase of salary.

MARCH 10, 1856.—Referred to the Committee on Foreign Affairs, and ordered to be printed.

DEPARTMENT OF STATE,
Washington, March 8, 1856.

SIR: I have the honor to enclose a copy of a letter of the 1st of November last, addressed to this department by Mr. S. Wells Williams, the interpreter to the mission of the United States to China, setting forth the inadequacy of the salary allowed by law to that officer. Believing that entire confidence is due to his representations, they are earnestly commended to the consideration of the body over which you preside. It is not probable that the services of any person competent for that office could be obtained for the present salary. But even if it were otherwise, it is peculiarly desirable, at this juncture, that every reasonable inducement should be offered to Mr. Williams to retain it. The House is probably aware of his experience, reputation, and merits, in regard to Chinese dialects, customs, and affairs. There is cause, indeed, to believe that, in those respects at least, he surpasses any individual in the service of any other government. Under these circumstances, an increase of the salary to five thousand dollars is recommended.

I have the honor to be, sir, your obedient servant,

W. L. MARCY.

Hon. NATHANIEL P. BANKS, Jr.,
Speaker of the House of Representatives.

LEGATION OF THE UNITED STATES IN CHINA,
Canton, November 1, 1855.

SIR: I have the honor to acknowledge the receipt of your favor of June 28, 1855, enclosing the President's appointment as secretary of

legation and interpreter of the mission to China, together with a printed circular dated 5th July, relating to drawing quarterly salary, and an order and notice on Messrs. Baring Brothers & Co. in relation to the same; a general circular, dated June 1, 1853, and copies of treaties of Japan and Netherlands, and of Attorney General Cushing's opinion; also a letter from W. Hunter, acting Secretary, of July 25, advising of the shipment of books to the legation.

On the receipt of the above, (September 24,) I found that the order to Commodore Abbot to deliver over the archives of the legation, owing to his absence from this port, could not be immediately presented, which induced me to defer answering them by the last mail. I have since handed him that order, and taken charge of the archives of the legation.

I am deeply sensible of the compliment on the part of the President of appointing me to this post of secretary and interpreter, without any knowledge, on my part, of his intention, and obliged by the kind terms in which you have expressed the views he had in doing so. In taking charge of the archives of the legation, I shall endeavor to fulfil all the duties belonging to my position as secretary, for I see no grounds to infer from your letter that I am also chargé d'affaires *ad interim*. I can, however, only do so provisionally, and may perhaps not be inclined to accept the office finally. You are probably aware of my connexion with the American Board of Missions in Boston, and that that society has a system of operations in this city connected with its plans for evangelizing the Chinese. Though your letter requires a reply before I can confer with the committee, I still think it is due to them to bring the proposition to their notice before leaving them; and I can hardly doubt your concurrence with this, as the contingency seems to be contemplated in your letter. I have taken charge now in consequence of the earnest desire you have expressed that I should do so, at least until the President can make another fit selection, and will continue to act until I can hear from Boston.

There is, however, a difficulty in the way of accepting the office of secretary of legation, which is the inadequate salary. This is stated by you as fixed at $2,500 per annum, which Messrs. Baring Brothers & Co. reckon as equivalent to £516 10*s*. 7*d*.; an amount, estimated by the average rate of exchange in Canton, (4*s*. 9*d*. per dollar,) worth only about $2,150. Out of this last sum I must provide myself with a house, support my family, pay Chinese assistants, and defray other incidental expenses. The rent and repairs of a house are about a thousand dollars, native writer's wages upwards of $150, leaving only $1,000 for the support of a family; which is not enough, as you can easily ascertain by referring the question to any of the commissioners who have come to China. I might institute a comparison of this salary with that of the commissioner, who has six times the salary of his secretary; or with that of the American consul at Canton, who has four thousand dollars; while neither of these officers require, or are supposed to have, any previous knowledge of the Chinese language, without which, I suppose, you would never have proposed the secretaryship to me. For pursuing the study of Chi-

nese, required by its own act appointing a secretary and interpreter to the mission to China, Congress has made no provision.

If I accept the appointment, I must resign all connexion with the Missionary Society; and, therefore, I wish to be informed on two points, to guide me in coming to a decision, viz: whether there is any prospect of having a higher salary, and whether in all cases the loss by exchange is to be borne by the incumbent; and also whether you regard Canton as the seat of the legation, from whence its archives are not to be removed, nor its secretary obliged to leave at the orders of the commissioner, however much that officer might be obliged or inclined to travel. The Chinese government having hitherto refused to allow the legation a residence at Peking, I suppose it is competent with the authorities at Washington to decide where the American officials shall meanwhile reside. A reply on these points will materially assist me in coming to a decision in respect to the present appointment.

With sentiments of high respect, I have the honor to be, your obedient servant,

S. WELLS WILLIAMS.

Hon. W. L. MARCY,
Secretary of State, &c., &c., &c.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 50.

NORFOLK CUSTOM-HOUSE.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

RELATIVE

To the necessity of filling up a part of the site of the custom-house at Norfolk, &c.

March 10, 1856.—Referred to the Committee of Ways and Means, and ordered to be printed.

Treasury Department, *March* 7, 1856.

Sir: I have the honor to state that the authorities of the city of Norfolk, Va., have directed the site of the custom-house in that city to be filled up and graded so as to prevent the lodgment and stagnation of water thereon. Such a course has been pursued at the recommendation of the Board of Health, who are devising ways and means to prevent the recurrence of the epidemic which prevailed at Norfolk last summer and fall. The department is desirous of seconding such sanitary measure, but has not the means, as the appropriation available for the Norfolk custom-house is all required to meet the payments due on the contract for the building itself. Under such a state of circumstances, I have to refer the whole matter to Congress, and to suggest the propriety of an appropriation for that specific purpose. In the opinion of this department, one thousand dollars will be sufficient to fill the sunken part of the lot, to establish the grade, and meet any contingent expense that may arise.

I have the honor to be, very respectfully,

JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. Banks, Jr.,
Speaker of the House of Representatives.

34TH CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 51.

RECEIPTS AND DISBURSEMENTS OF THE POST OFFICE DEPARTMENT.

LETTER

FROM

THE TREASURER OF THE UNITED STATES,

TRANSMITTING

Copies of account of receipts and disbursements of the Post Office Department.

MARCH 10, 1856.—Laid upon the table and ordered to be printed.

TREASURY OF THE UNITED STATES,
February 29, 1856.

SIR: I have the honor to transmit to you herewith copies of my account of receipts and disbursements for the service of the Post Office Department for the year ending June 30, 1855.

Respectfully, your obedient servant,

SAM. CASEY,
Treasurer of the United States.

HON. N. P. BANKS, JR.,
Speaker of the House of Representatives U. S.

34TH CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 51.

RECEIPTS AND DISBURSEMENTS OF THE POST OFFICE DEPARTMENT.

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Respectfully, your obedient servant,

SAM. CASEY,
Treasurer of the United States.

HON. N. P. BANKS, JR.,
Speaker of the House of Representatives U. S.

The Post Office Department in account with the Treasurer of the United States on account of receipts and disbursements for the quarter ending September 30, 1854.

No.	To warrants paid, viz:	
3089	S. D. Hay	$60 00
3090		
1	A. D. Johnston	220 04
2	M. Livingston	12,500 00
3	J. T. Keet	86 80
4	W. A. Wheeler & Co	88 20
5	do	1,566 25
6	W. E. Hooper	970 75
7	G. Bliss	3,887 88
8	A. Horner	9,375 00
9	J. Brumley	155 58
3100	O. Basham	52 57
3094	J. E. Caldwell	194 08
3101	N. N. Tyler	201 46
2	J. J. Atkinson	26,560 87
3	L. Tree	84 00
4	S. Van Sickle	84 00
5	C. Brady	84 00
6	J. T. James	68 00
7	A. W. Griswold	84 00
8	J. C. Johnson	84 00
9	J. H. Low	84 00
3110	H. J. Hendler	68 00
1	A. Hughes	
2	J. F. Palmer	124 59
3	G. W. Smythe	140 18
4	C. T. Hull	181 84
5	do	289 42
6	W. M Murphy	197 62
7	B. B. Chapman	195 81
8	M. Clarke	100 00
9	C. H. Sand	16,666 66
3120	Tappan, Carpenter, Casllear & Co	2,229 00
1	D. H. Jay	50 00
2	Chubb Brothers	320 13
3	S. T. Ives	50 00
4	F. E. Walker	244 92
5	D. Martin	325 00
6	J. P. Fleming	81 00
7	D. A. Smalley	5,582 50
8	do	7,915 00
9	E. Boyden	68 00
3130	S. Drake	68 00
1	W. S Kittle	68 00
2	S. Crowell	65 94
3	W. West	68 00
4	G. Jones	50 00
5	T. A. Barker	68 00
6	G. W. Branch	68 00
7	L. M. Hall	68 00
8	J. F. Chase	68 00
9	H. P. Seeger	68 00
3140	E. M. Webber	50 00
1	O. K. Grant	50 00
2	J. H. Harman	68 00
3	M. B. McConihe	68 00
4	S. E. Adams	68 00
5	J. N. Wright	84 00
6	W. W. Price	250 00
7	A. Todd	150 00
8	G. W. H. Anderson	200 00
9	A. G. Grier	250 00
3150	W. C. Moore	84 00
1	F. J. Martin	84 00
2	J. G. W. Mills	84 00
3	W. P. Grier	250 00
4	W. T. Beall	84 00
5	C. Hibberts	200 00
6	F. H. Hunt	200 00
7	J. T. Crowell	1,574 90
8	W. P. Blakey	68 00
9	H. M. Bowden	84 00
3160	C. T. Hull	84 00
1	T. W. Howard	68 00
2	N. M. Iardella	84 00
3	P. McGowan	68 00
4	W. White, jr	68 00
5	Crowell, Jewett, Thomas & Co	4,454 80
6	J. T. Crowell	4,582 62

Dr. FOURTH QUARTER 1854.

No.	To warrants paid, viz:	
4580	J. H. Wright	$844 42
1	J. W. Flanagan	388 74
2	G. Whitman	210 44
3	Corcoran & Riggs	190 90
4	J. G. W. Mills	84 00
5	Wm. Collins	1,553 08
6	J. B. Hogan	459 66
7	W. N. Savage	116 43
8	G. Kimball	7,500 00
9	A. Stokes	87 00
4590	A. Emerson	184 52
1	G. Gardner	1,460 00
2	W. Wilkison	146 00
3	J. Williams	4,581 19
4	W. Bement	2,871 00
5	W. T. Beall	84 00
6	J. W. Wright	84 00
7	J. E. Thomson	12,498 25
8	....do	3,618 75
9	....do	2,085 00
4550	Tappan, Carpenter, Casilear & Co	2,461 50
1	T. Harris	169 80
2	J. Waddington	61 18
3	J. Birch	2,500 00
4	M. S. Osborn	141 61
5	A. McRae	8,488 44
6	Azariah Barber	501 68
7	J. Shiflet	113 62
8	A. McRae	1,000 00
9	W. C. Allen	117 98
4560	Chubb Brothers	87 54
1	....do	592 17
2	T. F. Oliver	141 11
3	Bealls, Green & Co	5 62
4	J. Waters	5 00
5	Thomas, Carter & Hough	222 72
6	Fox & Polhemus	1,198 24
7	Acheson & Beall	1,081 24
8	Talman J. Waters	23,892 60
9	G. Palmer	6,900 00
4570	J. T. Davenport	7,500 00
1	J. V. L. Pruyn	19,000 00
2	Acheson & Moore	370 42
3	Bland & Dunn	1,355 78
4	C. Brady	83 00
5	J. F. Brown	196 78
6	M. R. Hook	83 00
7	R. T. Carter	83 00
8	J. C. Johnson	83 00
9	W. T. Rice	83 00
4580	T. B. Brown	49 45
1	J. Holbrook	218 07
2	B. Brownlow	50 95
3	B. Vanderpool	1,872 89
4	J. L. Ward	5 00
5	P. J. S. Garis	22 78
6	Richard Vanhise	18 92
7	Smith & Rue	100 27
8	J. Cowperthwaite	69 86
9	H. Martin	5,181 25
4590	S. S. Middleton	88 98
1	J. Vanhise	18 50
2	S. J. Hollingshead	120 76
3	J. Bennett	22 50
4	A. Whitewock	42 18
5	J. R. Lemon	85 75
6	T. D. Budd	25 00
7	J. Deacon	57 50
8	J. C. Sapp	22 78
9	J. Mitchell	88 16
4600	H. D. Bird	4,798 29
1	J. Hahn	9 48
2	G. A. & R. A Doremus	39 86
3	J. L. Palmer	87 15
4	Hann & Lloyd	128 87
5	E. Doughty	88 46
6	A. W. Griswold	83 00
7	J. H. Low	83 00
8	M. Williams	680 00
9	S. Vansickle	83 00
4610	P. C. Schenck	20 00
1	A. W. Hartman	61 11
2	G. Ackerman	57 48

DR. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
3250	Carter & Thomas	$5
1	W. F. Curry	
2	A. Paul	2
3	W. W. Beall	
4	J. B. A. Archer	
5	G. W. Hughes	3,1
6	H. J. Southmayd	1,4
7	Jewett, Thomas & Co	2,0
8	J. E. Thomson	3,6
9	....do	12,5
3260	....do	2
1	S. Bradford	3,5
2	J. R. Thomson	5,0
3	J. S. Green	2,4
4	A. E. Dougherty	4
5	G. W. Cole	4
6	E. O. Meecham	
7	R. Parmalee	2,1
8	....do	7
9	V. D. Parris	1
3270	W. R. & H. Moore	1
1	McKinnon & McNeill	5
2	G. M. Milligan	1,4
3	W. D. Knapp	8
4	R. H. Johnson	4
5	W. Collins	1,5
6	J. A. Redfield	2,1
7	E. La Sere	2
8	S. Henshaw	5,5
9	J. W. Kelly	4,0
3280	....do	1,6
1	H. Gore	1
2	A. McRae	8,5
3	J. Zaulauf	8
4	P. V. Daniel, jr	1,8
5	Tucker & Hanger	8,6
6	L. Tree	
7	J. C. Johnson	
8	W. T. Rice	
9	C. Brady	
3290	A. M. Truit	5
1	S. Houston	5
2	A. Houston	9
3	J. S. Ball	
4	T. P. Shallcross	2
5	A. B. Corwine	1
6	R. C. Jackson	1,8
7	J. Flora	
8	C. Anderson	
9	J. J. & R. P. Able	
3300	A. Smith	
1	M. M. Vance	1
2	T. Hickman	1
3	A. L. Davis	1,8
4	F. H. Long	
5	Ripley & Duncan	4
6	J. B. Amos	1
7	J. G. Trimble	
8	J. Dills, jr	
9	J. Rowe	
3310	J. C. Arcar, jr	
1	D. Tate	4
2	B. F. King	8
3	Graves & Evans	5
4	W. H. Graves	4
5	J. E. Brashears	4
6	W. Longmire	2
7	F. H. Nicholas	
8	B. W. Blest	5
9	J. F. Speed	1,6
3320	T. C. Shouse	5
1	Irvine & Field	1,0
2	T. Robarts	8
3	J. H. Dickson	2
4	J. M. Smith	6
5	J. F. Ladd	8
6	J. S. Bridges	7
7	Ramsey & Harvard	2
8	J. D. Hardwick	1
9	N. E. Gray	1,1
3330	M. C. Hughs	5
1	R. S. Brashears	6
2	J. D. Coats	8

Dr. FOURTH QUARTER 1854.

No.	To warrants paid, viz:	
4695	J. G. W. Mills	$88 00
6	A. G. Grier	88 00
7	W. H. Dyson	88 00
8	G. Jones	66 00
9	H. J. Hendler	66 00
4700	R. J. Lawrenson	66 00
1	J. H. Hall	66 00
2	H. P. Seeger	66 00
3	W. S. Kittle	66 00
4	C. S. King	66 00
5	M. B. McConihe	66 00
6	S. E. Adams	66 00
7	T. A. Barker	66 00
8	J. F. Chase	66 00
9	E. Boyden	66 00
4710	S. Drake	66 00
1	S. Crowell	66 00
2	Thorn & Russell	217 60
3	J. H. Harmon	66 00
4	S. H. Rogers	50 00
5	H. Allen	50 00
6	W. H. Walker	66 00
7	J. B. A. Archer	134 00
8	F. H. Allyn	58 00
9	R. Durkan	58 00
4720	J. L. Ford	151 07
1	R. A. McGibony	206 78
2	J. McMain	65 22
3	Sherlock & Shirley	5,464 04
4	....do	1,526 66
5	....do	632 66
6	T. S. Fitch	58 72
7	J. H. Whitehead	147 15
8	D. Holsonbake	105 44
9	W. A. Fox	68 92
4730	B. Washburn	42 67
1	M. W. Hunter	119 72
2	W. W. Hitch	152 45
3	J. Carpenter	275 81
4	Farish & Harman	200 00
5	J. B Fortune	300 00
6	P. R. Robertson	160 89
7	T. B. R. Hatch & Co	87 50
8	J. T. White	51 25
9	A. K. Forsyth	8,086 50
4740	McKinnon & McNeill	875 31
1	M. McKinnon	969 50
2	J. Vangesel	596 58
3	H. K. Patrick	106 31
4	D. S. & H. Rorer	82 50
4	C. W. Brown	199 31
6	J. Kelly	285 76
7	J. Root	31 78
8	J. W. Thayer	60 78
9	H. Bandall	66 28
4750	J. Smith	365 65
1	J. F. Cornish	159 36
2	G. Crosby	26 44
3	N. Beal	33 65
4	J. P. Welch	1,347 80
5	H. Plummer	129 49
6	F. W. Lincoln	54 91
7	W. S. Tuckermann	1,311 97
8	W. Wellington, jr.	39 75
9	W. Stearns	52 99
4760	J. M. Brandt	31 25
1	Steel & Baskie	329 78
2	Douglas, Ripley & Ward	514 80
3	J. C. Earley	102 22
4	S. Perrin	65 18
5	J. H. Irby	321 64
6	T. Warring	17,053 65
7	J. B. English	66 00
8	J. H. Holton	58 00
9	B. Martin	196 78
4770	G. Whitman	239 58
1	Willoughby & Bowen	333 62
2	P. W. Clark	321 37
3	Grant & Watkins	400 55
4	Shipman & Reed	58 80
5	David Burr	585 81
6	J. S. Watkins	518 29
7	E. Phelps	450 00

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
8415	Powell & Metcalf	$14,258 47
6	Suter, Lea & Co	700 00
7	O. K. Grant	58 00
8	G. W. Brasbridge	58 00
9	E. M. Webber	58 00
8420	R. J. Lawrenson	66 00
1	D. H. Jay	50 00
2	G. W. Smith	50 00
3	H. E. Bartlett	66 00
4	S. Crowell	66 00
5	J. H. Harman	66 00
6	C. S. King	66 00
7	L. Kitrell	2 77
8	L. D. Offield	102 75
9	C. R. Jones	44 08
8430	T. Martindale	46 20
1	J. Frink	250 00
2	.....do	500 00
3	C. Collins, jr	126 08
4	J. Carter	85 84
5	Hann & Lloyd	124 65
6	J. S. Plummer	110 22
7	J. Mitchell	87 28
8	S. Garver	28 98
9	L. J. Hollingshead	124 14
8440	A. Yerkes	19 61
1	R. J. S. Gairs	22 94
2	R. Vanhise	20 05
3	S. H. Lake	48 96
4	S. Johnson	90 88
5	G. Ackerman	56 44
6	Low & Stokes	87 18
7	B. Gibbs	34 75
8	E. Parker	40 70
9	W. W. Cooper	84 82
8450	J. C. Sapp	30 90
1	W. W. Flanagin	46 61
2	J. Cowperwaite	67 26
3	S. S. Middleton	83 72
4	J. Haines	69 34
5	C. Hall	99 64
6	J. Eley	174 06
7	S. Stouffer	304 56
8	W. Ross	37 09
9	S. J. Passon	18 24
8460	J. Stradling	16 62
1	Stouffer & Posten	90 91
2	J. S. Brown	4 89
3	O. P. Zink	56 08
4	J. H. Baldwin	410 82
5	D. Cooley	86 56
6	J. Hahn	9 86
7	G. A. & R. A. Doremus	42 10
8	J. Zaulauf	822 00
9	P. Campbell	960 17
8470	.....do	1,715 07
1	.....do	4,439 88
2	Chubb & Cro	208 33
3	J. H. Holton	58 00
4	L. Hardin	78 00
5	H. Randall	59 52
6	J. W. Thayer	34 56
7	F. W. Lincoln	62 18
8	H. Plummer	120 84
9	E. K. Owsley	66 56
8480	J. Rogers	244 55
1	H. B. Webber	86 10
2	Bland & Dunn	1,292 09
3	G. Whiteman	221 78
4	J. D. Frierson	196 78
5	C. E. Barrett	3,804 42
6	V. D. Pinkham	2,420 47
7	E. A. Chapin	1,600 00
8	W. T. Beall	88 00
9	A. N. Wheeler	75 00
8490	O. H. Mott	75 00
1	J. P. Welch	1,756 05
2	H. Collins, jr	1,998 77
3	S. Durgin	24 48
4	Ream & Hooker	8,096 54
5	J. D. L. Leach	1,000 00
6	J. M. Whiton	1,099 61
7	J. F. Cornish	152

Dr. FOURTH QUARTER 1854.

No.	To warrants paid, viz:	
4861	Danforth, Wright & Co	$110 25
2	Tomlinson & Tarsh	377 68
3	J. D. Williams	55 82
4	James Mack	73 93
5	W. Patton	145 56
6	C. J. Atkinson	697 08
7	W. T. Stockton	1,172 89
8	J. Petrie	1,824 88
9	J. E. Martin	557 14
4870	Jemison & Ficklin	546 70
1	....do	2,602 46
2	....do	2,673 82
3	....do	984 89
4	C. T. Pollard	6,084 87
5	A. Hoffman	5,578 58
6	Riggs & Co.	300 00
7	Lawrence, Stone & Co	352 50
8	B. F. Payne	5 08
9	M. H. Hernandez	100 05
4880	R. Smith	300 00
1	J. Frink	1,391 70
2	....do	1,277 31
3	....do	8,500 00
4	....do	8,081 62
5	H. Abbott	31 60
6	J. W. Steagall	409 91
7	A. B. Cox	142 47
8	Miller & Sherrill	67 21
9	J. H. Moore	46 58
4890	J. Lyons	51 79
1	T. J. Caldwell	59 04
2	T. B. Capps	40 22
3	T. Whitty	12 28
4	J. H. Bundy	51 90
5	Carpenter & Tyson	79 72
6	H. Wiswall	170 92
7	M. W. Smallwood	204 49
8	T. G. Credle	127 26
9	N. C. Robbins	10 97
4900	H. G. Cutter	70 18
1	E. Colbert	481 82
2	R. Bowers	18 90
3	J. Cox	40 52
4	Banner & White	305 47
5	T. K. Glenn	58 54
6	J. T. McKinnon	100 72
7	J. B. Jervis	.....
8	J. W. Jervis	10 76
9	J. A. Mast	12 00
4910	J. H. Newland	17 19
1	H. Julian	18 88
2	J. Reynolds	99 37
3	B. Washburn	22 25
4	T. P. Jackson	46 24
5	J. Magness	88 92
6	W. Y. Martin	46 90
7	P. Warlick	144 96
8	Collins & Draper	44 32
9	Hilton & Tipton	194 71
4920	W. Pool	20 54
1	G. Dickerson	103 05
2	T. Lane, jr	18 31
3	A. Porter	25 51
4	W. Sebastian	4 27
5	J. Billings	10 25
6	J. Frink	468 65
7	A. Scroggs	18 55
8	N. Sherrill	38 39
9	J. Whitaker	27 51
4930	M. Harris	10 29
1	E. W. West	40 06
2	D. Holdsclaw	6 34
3	J. O. Wallace	18 97
4	W. Duckworth	35 96
5	J. M. Williams	65 66
6	J. Robinson, sen	86 61
7	J. W. Rouse	105 85
8	Crawford & King	35 44
9	E. T. Clemons	509 21
4940	M. Sides	20 62
1	J. & R. White	74 42
2	J. Garber	58 96
3	Hyde & Ferrill	780 74

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
8747	H. H. Walker	$44 83
8	J. Turner	55 88
9	John C. Coan	57 20
8750	W. Holmes	127 01
1	J. P. Baggett	54 50
2	J. C. Earley	101 49
3	J. H. Irby	317 41
4	J. A. Shewmake	214 25
5	J. Fox	206 22
6	R. H. Moore	88 88
7	J. Perkins	422 86
8	J. Long	171 78
9	G. W. Blanton	68 03
8760	S. Perrin	64 84
1	J. J. Wilson	251 75
2	A. Acre	145 90
3	J. W. Thomas	179 19
4	B. Blount	64 01
5	A. Colcutt	.....
6	W. J. Graham	31 00
7	M. Stearns	54 88
8	F. E. Walker	25 88
9	J. V. Lear	110 97
8770	B. N. Johnson	51 26
1	Hawkins & Blain	389 78
2	H. W. & A. R. Forman	125 00
3	Westcott & Whitaker	95 20
4	D. J. Craig	106 08
5	Carter & Herriford	627 18
6	P. F. Partrick	351 71
7	S. Copeland	166 77
8	J. N. Eastham	2,897 15
9	Emison & Green	229 55
8780	Smith & Rue	76 86
1	H. F. Ryan	256 23
2	A. W. Hartman	59 04
3	H. W. Armstrong	124 87
4	W. J. Locke	58 06
5	L. B. Hearrell	32 15
6	G A. Manchester	20 66
7	J. L. Carson	39 58
8	N. Miles	184 14
9	E. O. Meacham	71 91
8790	A. J. Boss	249 84
1	W. Callen	150 00
2	.....do	28 47
3	J. S. & E. Abbott	661 26
4	P. Hanger	2,788 18
5	W. W. Taylor	28 81
6	G. C. Lester	541 67
7	F. Bolduc	179 65
8	Gillaspy & Hickman	76 88
9	W. McCormick	258 84
8800	J. P. Howell	91 27
1	A. R. Wilt	68 76
2	J. Rayburn	108 95
3	Z. Robarts	45 81
4	W. J. Hassell	48 76
5	Newland & Garrett	51 99
6	J. Wood	36 95
7	R. Phelan	17 19
8	J. A. Ragsdale	300 56
9	M. Moore	45 48
8810	O. Basham	52 97
1	J. L. Hays	1,008 90
2	J. C. Garner	60 55
3	E. M. Owen	194 60
4	P. M. Carmichael	64 09
5	O. C. Walton	58 09
6	C. W. Smith	45 60
7	J. W. Rison	77 55
8	G. Whittington	110 62
9	N. Lister	188 08
8820	J. McDade	188 11
1	J. L. Hickman	56 26
2	R. M. Hardy	198 60
3	J. Waters	948 75
4	E. Carruth	270 81
5	J. A. Stall	58 24
6	A. W. Simmons	140 38
7	J. M. Cormack	32 72
8	J. T. Mileham	36 50
9	J. G. Halliburton	119 48

Dr. FOURTH QUARTER 1854.

No.	To warrants paid, viz:	
5087	J. E. Brashers	$48 75
8	T. Roberts	41 88
9	D. Cooley	52 02
5090	V. Kelly	32 19
1	J. Dills, jr	62 50
2	B. Gardner	140 98
3	N. M. Harlan	77 68
4	J. L. Sallee	62 56
5	J. L. Chilton	26 78
6	H. C. Reid	64 82
7	R. B. Johnson	71 10
8	N. E. Gray	1,155 56
9	Johnson & Hanna	985 02
5040	C. H. Blakey	295 50
1	T. H. Sharpe	2,075 00
2	H. Arnold	1,175 00
3	M. Patton	287 64
4	V. Ripley	.....
5	W. W. Long	64 88
6	Wright, Griffin & Mott	542 20
7	G. Schatt	12 20
8	J. T. Keet	56 25
9	W. Moss	1,487 66
5050	W. H. Wright	61 35
1	H. B. Kirkpatrick	18 92
2	Chase & Sipple	170 69
3	B. Burton	56 35
4	S. T. Wilkinson	59 76
5	W. Hisey	128 71
6	J. N. Eastham	1,724 35
7	A. Hawkins	107 50
8	P. Stephenson	87 20
9	J. H. Taylor	2,717 15
5060	W. Braxton	189 50
1	P. Beauchamp	516 40
2	G. F. Lester	92 64
3	J. M. Cormack	31 60
4	F. A. Elkins	21 25
5	Terry & Killpatrick	760 75
6	W. Oliver	87 50
7	J. Carlisle	57 42
8	W. Gibson	.....
9	J. H. Patterson	45 16
5070	J. Hartgraves	74 50
1	J. Wood	95 67
2	Boyd & Edmond	972 41
3	C. T. Hilliard	180 29
4	J. Evans	184 96
5	W. Norcross	529 81
6	W. R. McKoy	64 07
7	B. McGill	88 05
8	H. J. Noe	68 07
9	G. Bliss	2,525 11
5080	.....do	5,875 87
1	D. Evans	29 72
2	J. Holden	88 42
3	W. Ownbey	47 95
4	D. W. Shaver	249 17
5	E. H. Whitledge	44 22
6	D. V. Parrish	106 81
7	L. D. Walker	45 04
8	W. Jenkinson	12 81
9	W. Kackney	72 84
5090	J. Hays	61 84
1	M. H. Allison	125 67
2	S. Overturf	27 88
3	J. R. Pratt	71 66
4	E. C. Sebastian	135 29
5	A. S. Meguffin	57 81
6	E. Boyd	23 07
7	D. Girdner	15 80
8	W. Vernon	2,380 24
9	Blodgett & Morton	219 01
5100	D. Dillon	27 17
1	W. Taulman	45 95
2	N. H. Richardson	59 78
3	W. S. Henderson	105 05
4	J. W. Turner	49 58
5	W. A. Warren	281 27
6	A. Leeper	101 95
7	D. S. Warren	74 07
8	A. S. Harding	44 72
9	J. Q. Thompson	88 88

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
3918	L. M. Simpson	$88 94
4	W. Hammack	54 54
5	J. P. Cowdon	29 60
6	A. J. Hood	29 80
7	J. & W. Williams	4,168 57
8	W. Matheny	65 82
9	Simpson & Woolly	.....
3920	W. H. Hatchison.	98 19
1	W. A. Stewart	47 15
2	Chidester, Sims & Bros	584 62
3	J. M. Gill.	107 42
4	Simpson & McCurry	80 92
5	D. Lookingbill	102 08
6	J. H. Thomasson	129 50
7	W. H. Roberts	312 99
8	T. C. Blake	98 00
9	E. Doughty	84 33
3930	J. Fall	97 78
1	C. Cooper	66 49
2	S. M. Mills	45 17
3	G. B. Ely	6,305 81
4	W. L. Kendrick	1,235 72
5	Comstock & Simpier	51 84
6	S. D. Sutton	52 08
7	W. Gallaher	62 25
8	W. S. Allen & E. Reynolds	674 26
9	J. Hunt	38 85
3940	B. J. Coate	539 11
1	N. Woodward	124 90
2	E. Carruth	138 21
3	R. M. Hardy	122 65
4	Riggs & Co	1,007 90
5	.....do	1,905 82
6	B. Martin	204 78
7	J. S. Dungan	6 00
8	A. B. Cox	144 22
9	Selden, Withers & Co	8,187 50
3950	Wm. Y. Martin	46 70
1	J. Magness	31 60
2	N. C. Robbins	11 10
3	G. Lyons	50 71
4	J. O. Wallace	12 30
5	J. & R. W. White	65 90
6	J. H. Moore	46 84
7	Miller & Sherrill	64 46
8	T. P. Jackson	48 22
9	B. Washburn	22 49
3960	M. Patton	270 81
1	D. L. F. Howard	63 50
2	J. Reynolds	124 82
3	W. Sebastian	4 44
4	J. H. A. Weaver	21 18
5	E. Phelan	1,950 00
6	J. H. Davis	29 75
7	J. Whitaker	26 70
8	N. Sherrill	26 02
9	J. H. Newland	17 06
3970	F. A. Harris	11 05
1	J. A. Mast	12 00
2	W. H. Wright	60 87
3	A. Porter	21 28
4	T. Lane, jr	10 14
5	A. B. Chunn	271 48
6	J. Stuard	90 30
7	J. Garber	54 01
8	W. Pool	20 67
9	Collins & Draper	26 27
3980	P. Warlick	188 82
1	V. Ripley	389 54
2	Carpenter & Tyson	158 54
3	M. Sides	19 19
4	J. H. Bundy	58 85
5	T. Whittey	24 92
6	T. B. Capps	31 66
7	L. O. B. Branch	2,490 80
8	Banner & White	315 29
9	J. C. Blocker	91 52
3990	J. B. Jervis	21 95
1	W. C. Walker	44 48
2	A. Scroggs	12 59
3	J. Billings	10 25
4	E. T. Clemmons	502 64
5	J. Cox	89 08

Dr. FOURTH QUARTER 1854.

No.	To warrants paid, viz:	
5198	T. N. Martin	$184 75
4	R. G. Tomlinson	243 65
5	W. A. Larkin	89 24
6	T. D. Wylie	46 89
7	J. W. McGraw	57 04
8	W. R. Young	
9	J. O. McVey	119 00
5200	W. Sanderson	897 94
1	John Knable	109 83
2	J. M. Layton	301 42
3	P. Rogers	500 00
4	S. Pierce	154 60
5	H. T. Hoyt	250 69
6	P. Roach	154 81
7	W. J. Sibley	82 50
8	....do	38 64
9	....do	24 25
5210	....do	80 78
1	....do	34 77
2	....do	21 88
3	E. Dansby	187 88
4	Stuckey & Rogers	1,009 87
5	H. W. Young	81 22
6	R. J. Edmonds	74 75
7	G. W. Coker	141 85
8	N. & G. Y. Woodward	169 20
9	W. C. Stone	57 65
5220	R. P. Paramore	55 88
1	A. Hood	69 75
2	D. J. Fallis	462 50
3	Humphrey & Hibbard	908 99
4	M. S. Latham	500 00
5	J. Ormsby	1,500 00
6	H. Allen	50 00
7	W. T. Rice	88 00
8	A. W. Griswold	88 00
9	J. H. Low	88 00
5230	H. J. Stevens	88 00
1	S. Van Sickle	88 00
2	M. K. Hook	65 22
3	E. Hance	9 00
4	J. Crawford	112 39
5	J. Haines	75 00
6	S. Pusey	12 50
7	Colgrove & Miller	191 72
8	C. M. Reed	1,000 00
9	W. Ross	27 27
5240	S. Garver	82 43
1	E. Gatchel	18 06
2	S. Bradford	3,551 50
3	A. Yerkes	24 65
4	C. Hall	98 60
5	A. J. Tipton	54 75
6	S. Rhea	16 94
7	J. M. Patrick	82 44
8	R. Weeks	60 00
9	M. Boyle	87 50
5250	M. Vaughan	141 00
1	F. D. Bodenhamer	101 60
2	E. Carter	36 41
3	G. S. Loring	152 64
4	H. B. Force	148 75
5	C. H. Atwood	145 85
6	J. M. Carter	128 70
7	T. F. Oliver	98 78
8	E. Marcello	84 50
9	Hibbard & Simpson	181 01
5260	O. P. Zink	60 81
1	W. Stallman	48 50
2	Peters & Crawford	808 11
3	J. S. Brown	4 85
4	C. Seagreaves	151 82
5	Stouffer & Postens	91 10
6	S. J. Paxson	18 07
7	J. Stradling	16 92
8	G. W. Cole	214 50
9	J. H. Baldwin	136 18
5270	J. McEwen	114 40
1	Morrison & Delucky	525 00
2	S. Kline	125 18
3	S. Andrews	2,375 00
4	P. Adams	87 25
5	W. Styron	196 75

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz.	
4079	N. Woodward	$116 77
4080	R. Jennings, jr., & Co	185 69
1	F. C. Taylor	250 00
2	J. Durme	27 25
3	J. Barnum	178 34
4	A. O. Caldwell	63 10
5	J. Battin	40 42
6	A. K. Allen	19 94
7	R. Jamison, jr., & Co	885 66
8	S. H. Bates	22 75
9	H. S. Speer	181 80
4090	D. B. Hibbard	315 03
1	S. S. Sanger	578 97
2	A. G. McLane	66 89
3	J. Brumley	50 20
4	G. W. Collier	48 97
5	E. Holt	94 55
6	W. Myers	193 01
7	O. Kendrick	101 88
8	Farrish & Kent	152 94
9	N. M. Moody	28 31
4100	S. D. Watkins	796 92
1	J. Carpenter	560 00
2	G. W. & A. J. Wolf	49 50
3	J. P. Springs	85 11
4	A. H. Irby	147 61
5	J. H. Hicks	119 01
6	Quimby & Co	1,110 25
7	M. Snyder, jr	1,000 00
8	E. Hance	9 00
9	J. D. Selden	292 87
4110	J. C. Feltman, jr	862 50
1	Shannon & West	442 00
2	W. E. Cooper	2,485 97
3	G. W. Eaton	102 12
4	W. T. English	87 52
5	A. K. Ellett	828 80
6	W. B. Stout	96 89
7	T. S. Coons	477 22
8	W. C. Allen	119 86
9	N. M. Iardella	88 00
4120	J. Lavinder	18 75
1	G. Gaskill	75 00
2	J. R. Lemon	35 75
3	T. D. Budd	25 00
4	L. Nanhise	18 50
5	J. L. Ward	5 00
6	W. T. Rice	88 00
7	R. T. Carter	88 00
8	C. Brady	88 00
9	M. R. Hook	88 00
4130	J. C. Johnson	88 00
1	J. H. Low	88 00
2	S. Vansickle	88 00
3	A. W. Griswold	88 00
4	C. H. Blakey	506 02
5	W. H. Hutter	37 00
6	S. Pusey	12 50
7	T. Carrier	57 23
8	W. S. Beall	2,975 00
9	Harris & Morgan	3,827 46
4140	D. Williams	229 86
1	Adams & Co.	1,402 48
2	W. S. Duckworth	56 49
3	W. Wilkins	952 88
4	J. & J. Kerr	80 87
5	J. Burden	502 48
6	J. S. Ball	84 24
7	C. P. Lyon	252 00
8	W. J. Crans	196 78
9	C. Morgan	9,300 00
4150	W. S. Kettle	66 00
1	S. Drake	66 00
2	G. W. Branch	66 00
3	M. Clarke	100 00
4	J. Albertson	75 00
5	J. Farley	75 00
6	W. P. Pepper	75 00
7	H. Babcock	75 00
8	J. E. Smith	50 00
9	G. W. Smith	50 00
4160	M. S. Leonard	75 00
1	O. Stearns	8,500 00

Dr. THIRD QUARTER 1854.

No.	To warrants paid, viz:	
4162	Gatewood, Hardin & Smith	$262 07
3	S. Sims & Bro	2,244 48
4	G. W. Thacker	2,454 56
5	A. H. Sanders	50 17
6	D. A. Saltmarsh	400 00
7	.....do	475 00
8	.....do	500 00
9	W. Spring	87 50
4170	G. W. & B. W. Goodall	248 17
1	L. D. Dunlap	65 00
2	W. W. Elkins	28 25
3	W. Duckworth	84 79
4	Hill & Terry	19 66
5	T. J. Caldwell	51 26
6	G. Dickerson	99 36
7	E. Carter	78 32
8	R. T. Long	96 23
9	J. H. Hall	17 09
4180	D. Sheets	4 10
1	J. T. McKinnon	102 78
2	J. Canterbury	75 81
3	Farrish & Summerson	874 62
4	C. M. Reed	2,966 14
5	H. Allen	50 00
6	S. T. Ives	50 00
7	S. H. Rogers	50 00
8	D. P. Blair	247 48
9	W. Ford	254 00
4190	Taylor, Jackson & Bridges	550 79
1	W. P. Grier	88 00
2	J. G. W. Mills	88 00
3	Pierce & Bacon	727 55
4	C. B. Swain	400 00
5	M. Bateman	88 42
6	R. V. Goble	111 51
7	H. Kerr	381 88
8	T. W. Graves	289 70
9	J. P. Wilhelms	45 14
4200	Posten & Ostrander	87 50
1	J. Morris	198 49
2	Humphrey & Hibbard	568 33
3	G. W. Reeves	249 17
4	W. R. Kidwell	1,000 00
5	D. A. Jay	50 00
6	R. J. Lawrenson	66 00
7	W. H. Bull	75 00
8	L. Clark	6 00
9	W. T. Beall	88 00
4210	A. G. Grier	88 00
1	T. W. Morgan	88 00
2	H. P. Seegar	66 00
3	W. West	66 00
4	M. B. McConihe	66 00
5	J. M. Hall	66 00
6	J. T. Chase	66 00
7	E. Boyden	66 00
8	S. K. Adams	66 00
9	T. A. Barker	66 00
4220	E. M. Webber	58 00
1	H. E. Bartlett	66 00
2	O. K. Grant	58 00
3	G. Jones	50 00
4	Stalford & Hancock	64 11
5	H. H. Lea	51 28
6	W. M. Gregg	75 00
7	R. S. Bartlett	75 00
8	J. B. Wilmot	75 00
9	A. H. Wheeler	75 00
4230	O. H. Mott	75 00
1	P. H. Allaback	75 00
2	J. S. Nicholas	75 00
3	T. Earnest	58 00
4	W. T. Blackwell	58 00
5	O. H. Wells	85 60
6	C. L. King	66 00
7	J. H. Harmon	66 00
8	S. Crowell	66 00
9	H. P. Watson	50 00
4240	W. W. Price	88 00
1	F. H. Skinner	69 45
2	Farrish & Harmon	409 74
3	A. C. Powell	73 87
4	A. & R. Adams	68 98

DR. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
4245	J. L. Myers	$89 80
6	W. H. Dyson	83 00
7	E. S. Sherwood	84 24
8	J. R. Tenhet	93 00
9	W. S. Moore	83 00
4250	C. Hibbarts	132 00
1	Douglas, Ripley & Ward	566 68
2	J. Resar	66 66
3	J. L. Prater	66 00
4	J. F. Mims	4,600 00
5	D. V. Vail	3,250 00
6	J. F. Miller	3,450 86
7	G. Whiteman	196 78
8	Pierce & Bacon	2,419 63
9	Smith & Jeffries	196 95
4260	J. D. Frierson	197 78
1	A. J. Bowden	42 46
2	D. Griffin	458 27
3	Hickman & Agee	802 56
4	J. Petrie	500 00
5	J. H. Holton	58 00
6	W. H. Walker	67 40
7	T. H. Allyn	58 00
8	W. M. Wilson	83 00
9	T. K. Glenn	450 00
4270	J. N. Wright	83 00
1	A. B. McCarty	58 29
2	Riggs & Co	884 20
3	Chubb Brothers	415 10
4	P. B. Stratton	17 01
5	A. Gilliam	42 11
6	A. Roberts	42 94
7	M. T. Green	437 67
8	P. Murphy	440 13
9	M. McKinnon	1,012 99
4280	Q. B. A. Archer	66 00
1	C. Penn	32 56
2	J. C. Feltman, jr	235 00
3	B. Martin	221 84
4	J. W. Caldwell	1,093 76
5	Harris & Morgan	1,758 88
6	T. H. Canfield	1,562 59
7	Weaver & Morgan	88 05
8	B. McCulloch	400 00
9	Hartrauft, Stallman & Towers	86 87
4290	H. Gore	118 45
1	W. S. Rogers	231 25
2	D. A. Mitchell	58 00
3	J. W. Bull	58 00
4	E. Brewer	978 69
5	G. F. Nesbitt	10,868 34
6	H. C. Berkley	118 38
7	J. B. Roper	79 39
8	C. A. Smith	48 87
9	G. Harlow	75 10
4300	R. Ross	67 02
1	J. W. Scott	
2	Chubb Brothers	382 33
3	A. S. Hill	84 90
4	J. G. Barrett	41 77
5	W. Harper	21 26
6	C. J. Rhodes	30 26
7	R. Creswell & Co	100 86
8	P. Hanger	300 60
9	C. P. Alexander	110 19
	J. & W. C. Rayburn	404 52
1	C. M. Vinson	3,328 31
2	J. Deitz	100 86
3	M. Williamson	1,040 00
4	C. S. Centre	172 39
5	R Orme	88 00
6	C. H. Hunt	50 27
7	W. L. Warrington	72 56
8	J. Roach	80 00
9	Pierce & Bacon	676 20
4320	E. B. Towne	
1	J. M. Portwood	68 75
2	J. D. Adams	544 00
3	R. Patrick & Co	965 24
4	J. D. Adams	100 00
5	J. B. Keats	900 00
6	J. D. Adams	150 00
7	C. Ayliff	350 00

Dr. FOURTH QUARTER 1854.

To warrants paid, viz:

No.		
5584	A. K. Ellett	$120 85
5	Robert A. Burney	575 88
6	B. F. Moss	306 04
7	E. McDowell	64 83
8	J. B. Nuner	187 96
9	S. Debord	78 78
5590	J. Myer	338 00
1	W. P. Neale	386 79
2	Duncan & Cunningham	168 21
3	Wade & Jones	85 88
4	G. Winne	721 14
5	W. Wilkins	220 48
6	G. D. Fisher	108 50
7	A. D. McKinnon	92 29
8	L. Gaines	81 67
9	J. Fitzgerald	29 25
5540	P. Ulam	234 04
1	S. B. Miles	474 87
2	E. Brewer	1,068 35
3	F. Dougherty	205 51
4	S. D. Watkins	890 50
5	Farish & Kent	156 27
6	P. Flagg	582 18
7	V. Ripley	424 54
8	M. Barber	826 78
9	Von Pfister & Clapp	122 13
5550	F. Bridier	300 00
1	W. S. Harris	688 04
2	W. W. Legget	80 14
3	A. S. Speer	48 78
4	S. Scarborough	73 17
5	J. D. Sheldon	58 64
6	P. Cannon	24 89
7	J. W. Lowe	112 86
8	J. W. Pearson	48 99
9	A. D. Johnston	66 07
5560	N. M. Moody	29 89
1	S. Bishop	57 88
2	P. A. Stockton	589 90
3	T. D. Wilson	164 62
4	W. J. Atwater	2,738 09
5	S. Harvey	344 92
6	Hopkins, Allen & Co	519 10
7	A. M. Caston	233 50
8	J. A. Boyet	48 75
9	C. Beggs	40 00
5570	N. King	120 00
1	W. E. Hooper	1,046 42
2	W. Mason & Co	255 00
3	A. B. Robbison	514 82
4	W. Hicks	60 62
5	G. Gaskill	75 00
6	R. Orme	83 00
7	W. C. Moore	83 00
8	C. Hibberts	66 00
9	J. F. Pack	112 50
5580	J. C. Bradford	416 97
1	W. J. Roberts	95 78
2	W. W. McNulty	181 87
3	B. Pankey	77 80
4	J. Raulerson	85 73
5	.....do.	86 18
6	R. R. Robertson	80 28
7	D. Griffin	2,475 00
8	J. P. Southern	2,488 80
9	J. S. Paxton	84 12
5590	A. Lack	90 66
1	J. B. Chappell	68 16
2	J. Grubee	330 96
3	P. Bonney	328 93
4	N. M. Mauldin	487 14
5	T. J. Wellborn	318 84
6	J. S. Acuff	326 67
7	W. Fletcher	251 50
8	G. E. Green	142 84
9	D. C. Nevills	141 58
5600	G. C. Dial	156 25
1	P. S. Frost	1,169 48
2	W. Spoots	365 00
3	H. Roloff	150 00
4	Taylor, Bridges & Jackson	608 69
5	L. O. B. Branch	2,428 46
6	M. M. Benton	2,282 97

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
5607	W. W. Cook	$558 85
8	C. Swain	390 03
9	J. McInnis	401 53
5610	J. W. Ashcraft	528 01
1	W. Wilkins	830 72
2	J. F. Mims	3,450 45
3	G. Lyman	5,004 16
4	Harris & Morgan	8,664 54
5	B. Fugate	329 80
6	J. A. Durant	269 00
7	Trult & Trult	433 45
8	A. W. Morris	178 13
9	Sherlock & Sherley	2,906 05
5620	J. F. Jernigan	114 24
1	W. H. Wynn	52 65
2	C. Chisum	28 78
3	J. D. Overton	181 59
4	D. Milton	93 94
5	Carter & Haines	
6	J. Hill	79 54
7	O. Munger	69 55
8	J. P. Norvell	43 23
9	J. Shores	47 76
5630	J. W. Kelly	98 34
1	D. S. Cox	35 04
2	S. McCreight	225 18
3	T. J. Wellborn	108 94
4	B. F. Weeks	66 13
5	Shepherd & Caldwell	68 74
6	J. F Chapman	119 87
7	J. S. Eldridge	1,095 79
8	J. N. Eastham	2,785 91
9	H. Calkins	62 50
5640	H. Pollard	22 83
1	P. Lloyd	96 75
2	P. Barrett, jr.	151 83
3	D. L. F. Howard	62 67
4	E. Cannon	80 98
5	J. Mast	20 70
6	S. J. Matthews	32 47
7	C. Acklin	96 27
8	W. P. Barnes	77 59
9	J. B. Amos	144 30
5650	D. Sheets	21 91
1	A. S. Williams	128 13
2	R. G. Foster	81 93
3	E. C. Fullar	98 58
4	J. Easton	149 65
5	J. Embree	149 46
6	J. S. Watkins	20 07
7	J. Moore	3,758 95
8	J. J. Robertson	78 50
9	J. H. Brown	25 00
5660	A. Spear	80 63
1	A J. Boss	128 10
2	M. J. Whitworth	268 75
3	R. Willoughby	25 28
4	D. S. McIntosh	121 88
5	R. Byrnie	65 50
6	J. H. Ward	111 77
7	E. W. Holt	150 00
8	T. J. Adamson	24 00
9	B. Martin	195 69
5670	Adams & Co	700 44
1	G. Quimby	818 88
2	J. Ware	106 88
3	J. Poyas, jr.	81 52
4	T. M. Cutter	450 00
5	T. Ely	152 61
6	J. W. Thomas	66 50
7	J. M. Dunlap	199 76
8	Hall & Crandal	2,728 27
9	R. Fraser	200 00
5680	Adams & Co	380 26
1	R. Smith	300 00
2	W. W. Wright	498 09
3	L. Baldock	81 27
4	S. Myers	88 97
5	H. Fannon	42 50
6	L. M. Clark	92 15
7	Foust & Harbuck	1,012 00
8	Penny & Kirkbride	821 46
9	J. J. Wyly	2,148 04

Dr. FOURTH QUARTER 1854.

No.	To warrants paid, viz:	
5699	W. L. Herrington	$188 48
1	J. T. Nanny	43 05
2	M. Griggs	98 75
3	T. Mills	43 78
4	S. J. Howell	612 11
5	W. Boyd	85 42
6	W. J. Wood	107 98
7	T. Gilliam	240 00
8	Agee & Simmons	200 08
9	M. Ritchey	54 16
5700	G. W. Thomas	68 95
1	B. B. Pryor	252 72
2	J. Barnes	450 00
3	B. F. Eddin	78 00
4	J. F. Perry	48 00
5	B. Blackeney	25 00
6	A. Powell	43 75
7	Z. Roberts	181 87
8	J. C. Gainer	50 00
9	P. M. Carmichael	162 50
5710	Jamison & Ficklin	651 94
1	V. D. Parris	391 84
2	D. P. Blair	193 88
3	H. McCormick	246 87
4	Adams & Co	482 97
5	A. J. Wolf	45 98
6	A. J. Mims	180 96
7	W. H. Walker	44 87
8	T. H. Allyn	58 00
9	S. Kittrell	11 25
5720	O. McFarland	88 46
1	E. M. Owen	691 12
2	L. Sims	3,481 28
3	Shepherd & Caldwell	428 65
4	J. Stone	115 18
5	A. Cheatum	22 44
6	S. Andrews	1,015 55
7	H. McClellan	311 98
8	A. Coffin	680 22
9	J. G. Graham & W. H. Firmall	3,000 00
5730	J. M. Dunlap	865 88
1	S. N. Hubert	262 21
2	T. Cruch	50 91
3	Harden & Bennett	311 55
4	Spencer P. White	95 75
5	A. T. W. Long	82 28
6	J. R. Jefferson	205 94
7	Parish & Harman	288 48
8	J. C. Williams	88 59
9	E. Dansby	93 75
5740	S. Cruse	2,480 05
1	S. Fisher	561 57
2	E. Phelan	1,950 00
3	J. Lea	282 18
4	Burr & Burr	311 02
5	J. H. Little	568 57
6	R. S. Cochran	88 51
7	D. S. McIntosh	79 58
8	D. A. Pattillo	181 25
9	W. M Beall	
5750	A. G. Compton	768 42
1	Reeves & Brutridge	148 11
2	Burr & Burr	68 11
3	J. Goss	60 92
4	T. McLaughlin	81 22
5	T. Collins	118 15
6	Reid, Sprague & Co	2,000 00
7	A. G. Grier	88 00
8	H. N. Geer	495 84
9	J. C. Miller	118 37
5760	Seymour White	104 95
1	J. Ross	80 00
2	S. Decker	476 00
3	M. S. Latham	1,715 01
4	Riggs & Co	287 50
5	J. Birch	1,250 00
6	.....do	6,092 50
7	Knox & McDaniel	164 57
8	G. W. Wood	144 72
9	N. Huidlestun	107 84
5770	P. Engle	10 69
1	Riggs & Co	875 00
2	C. McLaughlin	1,250 00

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
4448	C. Klunk	
9	Jewett, Thomas & Co	
4450	J. H. Holton	
1	R. W. Durkan	
2	T. H. Allyn	
3	G. W. H. Anderson	
4	Jewett, Thomas & Co	
5	B. G. Stribling	
6	J. Sharpe	
7	D. A. Perryman	
8	B. Martin	
9	M. C. Mordecai	
4460	D. P. Blair	
1	Z. P. Goodman	
2	Wm. M. Wilson	
3	C. T. Hull	
4	A. A. Shindell	
5	F. A. Dentzel	
6	H. J. Southmayd	
7	W. J. Gatzmer	
8	J. S. Green	
9	Adams & Co	
4470	F. Peck	
1	J. Burnum	
2	H. Hart	
3	D. N. Causer	.....
4	G. C. Dial	
5	F. Delaune	
4452	G. S. Cannon	
4476	W. T. Jones	
7	R. Orme	
8	A. G. Grier	
9	J. D. Trierson	
4480	P. Flagg	
1	P. A. Stockton	
2	F. S. Hunt	
3	T. S. Fitch	
4	J. McMain	
5	E. G. Palmer	
6	A. W. Hill	
7	R. S. Hollins	
8	H. L. Robards	
9	R. S. Hollins	
4490	The Editors of the New Orleans Delta	.....
1	H. J. Campbell	
2	J. Mooney, jr	
3	J. T. Crowell	
4	F. Earnest	
5	W. T. Blackwell	
6	W. J. Harkey	
7	A. H. Philips	
8	A. Goodwin	
9	N. Hewitt	
4500	T. N. McClain	
1	G. D. Royston	
2	R. A. Morrison	
3	J. Cecil	
4	Thomas & W. W. Wiseman	
5	H. H. Durrum	
6	T. M. Casbeer	
7	J. W. Selivent	
8	Carter & Thomas	
9	Carter & McCauley	.....
4510	G. A. Gallagher	
1	B. F. Payne	
2	B. McGill	
3	Hanger & Howell	
4	L. M. Jones	.....
5	M. K. Willis	
6	Williams & Thorn	
7	J. C. Gainer	
8	J. Bradshaw	
9	D. Lee	
4520	H. B. Bennett	
1	E. Shriver	
2	S. C. F. Thorndyke	
3	H. P. Watson	
4	Selden, Withers & Co	
5	J. B. Slainley	
6	F. G. Morrison	
7	A. D. McKinnon	
8	J. Clark	
9	R. A. Phelps	

FOURTH QUARTER 1854. Cr.

No.	Deposited by the postmasters.	
888	Assistant Treasurer United States, Boston	$79,847 70
9	...do... do ...New York	661,409 66
840	...do... do ...Philadelphia, Pa	91,482 84
1	Treasurer United States, Washington, D. C	1,680 70
2	Assistant Treasurer United States, Charleston	81,987 42
3	...do... do ...New Orleans, La	57,185 28
4	...do... do ...St. Louis	26,767 08
5	...do... do ...San Francisco	25,000 00
6	J. Thomas, surveyor, Nashville, Tenn	457 00
7	G. W. Carr, deputy, Jeffersonville	1,526 66
		976,744 29

No. 1.—*Outstanding warrants in different depositories in sundry quarters.*

Assistant Treasurer United States, New York		$401 07
Do ...do...	Philadelphia, Pa	1,188 87
Treasurer United States	Washington, D. C	
Assistant Treasurer United States,	Charleston, S. C	341 28
Do ...do...	St. Louis, Mo	3,400 49
Do ...do...	New Orleans, La	310 96
Do ...do...	San Francisco, Cal	2,320 88
		7,908 00

No. 2.—*Reported to the credit of the Treasurer of the United States, in the depositories of the Post Office Department, on December* 31, 1854.

Assistant Treasurer United States,	Boston, Mass	$56,290 12
Do ...do...	New York	112,319 95
Do ...do...	Philadelphia, Pa	44,989 29
Treasurer United States	Washington, D. C	1,971 29
Assistant Treasurer United States,	Charleston, S. C	30,794 47
Do ...do...	New Orleans, La	11,862 19
Do ...do...	St. Louis, Mo	87,139 82
Do ...do...	San Francisco, Cal	77,781 58
		373,148 21

EXPLANATORY STATEMENT.

Adjusted balance to the debit of the Treasurer United States, December 31, 1854	$381,056 21
Deduct amount of sundry warrants directed to depositories for payment, (as per statement No. 1,) not charged in the foregoing account, which has not been returned to the Treasurer, but for which they have received conditional credit	7,908 00
Actual balance in the treasury on 30th of September, 1854, (as per statement No. 2)	373 148 21
Warrant and counter warrant for receipts	$1,809,564 11
And disbursements by the Postmaster General, 4th quarter 1854	1,809,564 11

SAM. CASEY, *Treasurer United States.*

OFFICE TREASURER UNITED STATES, *January* 25, 1855.

AUDITOR'S OFFICE, POST OFFICE DEPARTMENT, *February* 29, 1856.

I certify that the aforegoing account of the Treasurer of the United States, for his receipts and expenditures for the quarter ended December 31, 1854, for the service of the Post Office Department, has been examined in this office and found correct.

WILLIAM F. PHILLIPS, *Auditor.*

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
4944	T. Hollis	$149 70
5	A. J. Atkinson	39 49
6	H. H. Walker	60 18
7	W. Laird	54 90
8	A. Acre	147 12
9	R. H. Moore	61 07
4950	J. Martin	59 04
1	H. Langford	56 26
2	J. W. Thomas	107 24
3	W. Moore	98 40
4	J. Davis	63 92
5	J. Fox	109 14
6	G. A. Cuyler	9,021 96
7	D. G. Livingston	46 69
8	F. Conolly	118 96
9	H. L. Hart	386 83
4960	M. A. Cohen	1,311 01
1	J. W. Prim	211 94
2	J. D. Withurn	301 60
3	W. J. Locke	59 30
4	W. M. Lee	284 66
5	D. Griffin	464 99
6	A. D. Hay	546 43
7	H. & P. Noonan	111 91
8	J. McDonald	85 83
9	W. J. Harkey	8 24
4970	Powell & Metcalf	14,709 96
1	J. P. King	9,181 19
2	T. Ferrier	29 77
3	Kimball, Moore & Co	99 29
4	W. G. Crabtree	28 75
5	Peter Moro	50 00
6	A. D. McKinnon	865 75
7	B. Gibbs	87 44
8	C. Collins, jr	158 45
9	W. C. Walker	85 90
4980	J. G. Fisher	189 78
1	E. McGuire	300 40
2	K. Porter	3,545 00
3	C. Ball	1,371 89
4	C. Wood	1,895 00
5	A. C. Kemble	312 00
6	J. D. Smith	289 68
7	G. Penn	62 50
8	W. Holmes	140 90
9	M. S. Ward	119 51
4990	N. Johnson	196 85
1	Carson & Young	124 58
2	W. G. Snether	611 10
3	H. A. Bristow	68 59
4	M. Neidner & Co	46 87
5	F. Rutherford	122 16
6	M. C. Hackersmith	55 00
7	W. S. Evans	118 79
8	R. J. Leister	88 78
9	J. Riley	111 38
5000	Cunningham & Hughes	159 62
1	W. S. Davison	242 25
2	Harris & Lester	116 95
3	Eskridge & Beond	104 79
4	E. K. Owsley	129 02
5	A. Springs	886 51
6	N. Lister	503 66
7	W. B. Dyer	108 08
8	W. Robinson, jr	5,700 00
9	J. P. Smith	788 67
5010	O. Basham	144 64
1	J. G. Barclift	88 63
2	D. P. & R. F. Collins	70 49
3	D. K. Tutt	122 66
4	W. Evans	224 39
5	W. H. Grigsby	56 16
6	W. Muns	
7	A. R. & J. Witt	145 69
8	T. N. McClain	22: 90
9	Peay & Ayliff	1,556 45
5020	Hughes & Whitehurst	428 07
1	Carter & Thomas	2,332 22
2	S. M. Bernard	170 62
3	G. N. Denton	86 91
4	W. J. Roberts	108 41
5	M. McLean	101 05
6	Z. Morgan	86 21

Dr. FOURTH QUARTER 1854.

No.	To warrants paid, viz:	
5027	J. E. Brashers	$48 75
8	T. Roberts	41 88
9	D. Cooley	52 02
5030	V. Kelly	32 19
1	J. Dills, jr	62 50
2	B. Gardner	140 98
3	N. M. Harlan	77 68
4	J. L. Sallee	62 56
5	J. L. Chilton	26 78
6	H. C. Reid	64 82
7	R. B. Johnson	71 10
8	N. E. Gray	1,155 56
9	Johnson & Hanna	935 02
5040	C. H. Blakey	295 50
1	T. H. Sharpe	2,075 00
2	H. Arnold	1,175 00
3	M. Patton	287 64
4	V. Ripley	.....
5	W. W. Long	64 88
6	Wright, Griffin & Mott	542 20
7	G. Schatt	19 20
8	J. T. Keet	56 25
9	W. Moss	1,437 66
5050	W. H. Wright	61 35
1	H. B. Kirkpatrick	18 92
2	Chase & Sipple	170 69
3	B. Burton	56 35
4	S. T. Wilkinson	59 76
5	W. Hisey	128 71
6	J. N. Eastham	1,724 35
7	A. Hawkins	107 50
8	P. Stephenson	87 20
9	J. H. Taylor	2,717 15
5060	W. Braxton	189 50
1	P. Beauchamp	516 40
2	G. F. Lester	92 64
3	J. M. Cormack	31 60
4	F. A. Elkins	21 25
5	Terry & Killpatrick	760 75
6	W. Oliver	87 50
7	J. Carlisle	57 42
8	W. Gibson	.....
9	J. H. Patterson	45 16
5070	J. Hartgraves	74 50
1	J. Wood	95 67
2	Boyd & Edmond	972 41
3	C. T. Hilliard	180 29
4	J. Evans	184 96
5	W. Norcross	529 31
6	W. R. McKoy	64 07
7	B. McGill	88 05
8	H. J. Noe	68 07
9	G. Bliss	2,525 11
5080	.....do	5,875 87
1	D. Evans	29 72
2	J. Holden	88 42
3	W. Ownbey	47 95
4	D. W. Shaver	249 17
5	E. H. Whitledge	44 22
6	D. V. Parrish	106 81
7	L. D. Walker	45 04
8	W. Jenkinson	12 81
9	W. Kackney	72 84
5090	J. Hays	61 84
1	M. H. Allison	125 67
2	S. Overturf	27 88
3	J. R. Pratt	71 66
4	E. C. Sebastian	135 29
5	A. S. Meguffin	57 81
6	E. Boyd	23 07
7	D. Girdner	15 80
8	W. Vernon	2,380 94
9	Blodgett & Morton	219 01
5100	D. Dillon	27 17
1	W. Taulman	45 95
2	N. H. Richardson	59 78
3	W. S. Henderson	105 05
4	J. W. Turner	49 53
5	W. A. Warren	261 27
6	A. Leeper	101 95
7	D. S. Warren	74 07
8	A. S Harding	44 72
9	J. Q. Thompson	83 83

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
5110	J. Benefield	$143 82
1	T. Hickman	21 82
2	W. McLoud	301 40
3	Fareman & Baker	171 98
4	Riggs & Co	6,181 52
5	B. C. Wright	250 92
6	J. Melrose	105 15
7	L. Ellis	201 48
8	W. W. Kendall	177 51
9	G. C. Bradley	86 43
5120	J. B. Chidester	42 84
1	A. Smith	25 05
2	B. F. Smith	80 96
3	T. M. Hilton	82 77
4	R. K. Flowers	258 85
5	J. Day	99 58
6	Sesler, Fagg, Barnes & Pride	409 47
7	H. C. Jones	640 50
8	A. W. Howard	38 58
9	W. Longmire	21 88
5130	J. Burden	93 68
1	J. Potter	39 79
2	W. H. Burden	112 91
3	S. Mayfield	
4	Martindale & Hudson	854 07
5	J. H. Martin	51 56
6	E. Fontaine	2,602 53
7	R. O. Haskins	651 05
8	Adams & Co	246 27
9	T. H. Irvine	419 94
5140	C. H. Shield	753 14
1	W. E. Warren	523 48
2	G. Berkman	110 62
3	J. Kerr	24 88
4	Y. Williams	317 46
5	E. S. Alvord	7,202 69
6	.....do	624 00
7	.....do	1,208 09
8	.....do	797 31
9	.....do	3,000 00
5150	.....do	2,594 28
1	P. Campbell	3,284 07
2	B. J. Semmes	854 65
3	E. J. Handy	4,423 94
4	E. W. McGuire	719 78
5	G. E. Ely	6,341 70
6	Ream & Hooker	7,896 68
7	S. E. Wright	8,595 17
8	E. C. Kreider	853 82
9	H. B. Payne	8,637 94
5160	W. H. Stanley	3,307 51
1	A. M. Marshal	1,329 90
2	Wm. L. Kendrick	1,285 72
3	R. Walker	492 75
4	S. Henshaw	3,681 69
5	H. Williams	2,019 56
6	S. Doyle & Co	497 41
7	D. W. Gould	761 84
8	S. Stough	508 42
9	Reepine & Leeth	427 99
5170	J. M. Green	871 43
1	T. H. Burt	222 21
2	J. Dickerson	98 81
3	S. P. Eliser	15 09
4	E. A. K. Kilian	62 50
5	David Talley	387 98
6	T. W. Dunuica	178 81
7	Carras & Hogan	894 67
8	J. A. Burke	84 45
9	Gatewood & Smith	456 05
5180	F. S. Bond	1,216 87
1	J. C. Skinner	43 56
2	W. Myers	14 99
3	C. Brady	83 00
4	R. T. Carter	83 00
5	J. B. Rogers	64 18
6	W. S. White	48 84
7	J. C. Johnson	83 00
8	William M. Dillard	70 86
9	W. Gibbs	100 43
5190	A. J. Bobbitt	66 91
1	J. C. Holliday	214 80
2	B. Swearingen	416 96

Dr. FOURTH QUARTER 1854.

No.	To warrants paid, viz:	
5198	T. N. Martin	$184 75
4	R. G. Tomlinson	248 65
5	W. A. Larkin	89 24
6	T. D. Wylie	46 89
7	J. W. McGraw	57 04
8	W. R. Young	....
9	J. O. McVey	119 00
5200	W. Sanderson	897 94
1	John Knable	109 83
2	J. M. Layton	301 42
3	P. Rogers	500 00
4	S. Pierce	154 60
5	H. T. Hoyt	250 69
6	P. Roach	154 81
7	W. J. Sibley	82 50
8	.....do.....	33 64
9	.....do.....	24 25
5210	.....do.....	80 73
1	.....do.....	34 77
2	.....do.....	21 88
3	E. Dansby	187 88
4	Stuckey & Rogers	1,009 37
5	H. W. Young	81 22
6	R. J. Edmonds	74 75
7	G. W. Coker	141 85
8	N. & G. Y. Woodward	162 20
9	W. C. Stone	57 65
5220	E. P. Paramore	55 88
1	A. Hood	69 75
2	D. J. Fallis	462 50
3	Humphrey & Hibbard	908 99
4	M. S. Latham	500 00
5	J. Ormsby	1,500 00
6	H. Allen	50 00
7	W. T. Rice	88 00
8	A. W. Griswold	88 00
9	J. H. Low	88 00
5230	H. J. Stevens	58 00
1	S. Van Sickle	88 00
2	M. K. Hook	65 22
3	E. Hance	9 00
4	J. Crawford	112 39
5	J. Haines	75 00
6	S. Pusey	12 50
7	Colgrove & Miller	191 72
8	C. M. Reed	1,000 00
9	W. Ross	27 27
5240	S. Garver	82 48
1	E. Gatchel	18 06
2	S. Bradford	3,551 50
3	A. Yerkes	24 65
4	C. Hall	98 60
5	A. J. Tipton	54 75
6	S. Rhea	16 94
7	J. M. Patrick	82 44
8	R. Weeks	60 00
9	M. Boyle	87 50
5250	M. Vaughan	141 00
1	F. D. Bodenhamer	101 60
2	E Carter	36 41
3	G. S. Loring	152 64
4	H. B. Force	143 75
5	C. H. Atwood	145 85
6	J. M. Carter	123 70
7	T. F. Oliver	98 78
8	E. Marcello	54 50
9	Hibbard & Simpson	181 01
5260	O. P. Zink	60 81
1	W. Stallman	48 50
2	Peters & Crawford	808 11
3	J. S. Brown	4 85
4	C. Seagreaves	191 82
5	Stouffer & Postens	91 10
6	S. J. Paxson	18 07
7	J. Stradling	16 92
8	G. W. Cole	214 50
9	J. H. Baldwin	186 18
5270	J. McEwen	114 40
1	Morrison & Delucky	525 00
2	S. Kline	125 18
3	S. Andrews	2,375 00
4	P. Adams	87 25
5	W. Styron	198 75

DR. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
5276	R. Croswell	$207 35
7	Peters, Gehr & Colder	663 31
8	M. B. Postens	52 00
9	T. Smith	45 22
5280	E. Golden	43 50
1	J. Tobler	286 76
2	H. F. Baker	2,509 17
3	.....do	514 67
4	Riggs & Co	13,465 40
5	W. George	76 41
6	C. T. Hull	88 00
7	T. W. Howard	66 00
8	H. J. Hendler	66 00
9	S. H. Rogers	50 00
5290	G. W. Smith	50 00
1	J. E. Smith	50 00
2	A. N. Wheeler	75 00
3	J. M. Hall	66 00
4	J. F. Chase	66 00
5	E. Boyden	66 00
6	T. A. Barker	66 00
7	S. E. Adams	66 00
8	H. P. Seeger	66 00
9	W. West	66 00
5300	Chubb Brorhers	84 69
1	O. H. Mott	75 00
2	R. S. Bartlett	75 00
3	W. M. Murphy	190 44
4	W. J. Crans	204 40
5	W. M. Raven	52 58
6	L. H. Ferguson	17 89
7	L. M. Eckert	289 16
8	Wm. McCormick	42 00
9	W. Rice	45 25
5310	M. C., J. R. & J. W. Hawkins	52 01
1	J. Young	37 65
2	J. B. Roper	104 39
3	G. W. Wood	60 21
4	T. H. Cory	145 28
5	R. N. & M. J. Lee	57 15
6	J. Fishback	71 18
7	F. H. Lewis	198 14
8	M. T. Davis	45 48
9	J. Stark	96 46
5320	E. T. Essex	196 32
1	S. M. Chapman	96 25
2	A. G. Trimble	108 60
3	Claycomb & Foot	148 20
4	J. A. Chapman	90 56
5	B. Folliott	140 56
6	Penny & Gillam	118 10
7	H. Boyle	178 34
8	W. Cooke	8 84
9	G. C. Lister	71 89
5330	B. F. Ellis	98 48
1	J. Gulliher	362 10
2	A. Hinton	58 28
3	A. H. Showers	39 40
4	P. Silloway	65 70
5	H. Johnson	75 35
6	N. Gowin	81 79
7	W. Barrick	90 47
8	W. S. Spencer	83 51
9	D. Abby	90 00
5340	R. King	50 00
1	G. R. Reeves	200 09
2	W. S. Rogers	23 12
3	J. H. Little	482 08
4	A. Morlan	66 04
5	L. Patterson	127 55
6	J. M. Gatewood	140 76
7	W. P. Pepper	75 00
8	R. J. Lawrenson	66 00
9	J. Albertson	75 00
5350	P. H. Allabach	75 00
5386½	S. Rosebrough	106 75
5351	J. S. Nicholas	75 00
2	N. Colby	58 00
3	E. M. Webber	58 00
4	C. S. King	66 00
5	W. S. Kittle	66 00
6	O. K. Grant	58 00
7	S. Drake	66 00

Dr. FOURTH QUARTER 1854.

No.	To warrants paid, viz:	
5858	G. W. Branch	$66 00
9	J. N. Wright	88 00
5860	W. T. Beall	88 00
1	C. Briggle	51 71
2	G. W. Finch	1,575 28
3	A. Monk	98 66
4	T. J. Robinson	61 75
5	C. Musgrave	892 54
6	O. Seward	150 39
7	H. Gregg	40 76
8	J. Macombs	47 58
9	C. E. R. Winthrop	897 17
5870	A. A. Sutherland	559 44
1	N. Wilson	87 29
2	W. Wilkison	217 69
3	Adams & Co	807 50
4	do	912 50
5	M. Clarke	100 00
6	E. L. Sherwood	88 00
7	J. B. Archer	48 48
8	J. L. Ford	48 48
9	J. B. English	50 00
5880	T. W. Howard	458 01
1	J. Holbrook	208 66
2	J. B. Jervis	9,075 00
3	C. Morgan	9,300 00
4	J. W. Mathews	55 29
5	J. Sturgill	22 98
6	J. Canterbury	67 03
7	T. S. Fitch	50 00
8	W. H. Dyson	88 00
9	W. W. Price	88 00
5890	F. J. Martin	88 00
1	J. H. Harman	66 00
2	G. Jones	50 00
3	J. W. Sergent	42 22
4	J. A. Holden	113 60
5	O. Hendricks	101 14
6	J. Rardon	50 22
7	J. Shiflett	106 85
8	J. A. Gilmore	509 52
9	R. R. Saulter	206 17
5900	Beddingfield & Harris	465 42
1	J. McCallister	112 06
2	W. W. Hawthorn	149 99
3	W. H. Hutter	87 00
4	P. Roberts, jr	307 08
5	J. Wightman	411 91
6	B. W. Garretson	197 51
7	W. P. Scott	96 48
8	Ketchum & Pike	725 18
9	J. Durme	87 25
5410	R. Lytle	298 94
1	J. H. Holton	58 00
2	R. W. Durkan	58 00
3	T. Ward	18 80
4	C. G. Evans	165 94
5	L. D. Turner	192 88
6	P. Hinds	120 45
7	S. West	181 58
8	L. Searle	228 91
9	C. Cooper	66 90
5420	S. M. Miles	46 78
1	Wm. Wilkison	400 00
2	De Lafayette Huskey	96 49
3	J. Humble	42 90
4	J. B. Alverson	65 65
5	R. H. McCleave	81 18
6	J. S. Coleman	62 50
7	E. Brewer	83 66
8	A. B. Chunn & Co	494 25
9	G. Nelson	57 60
5430	L. Wiggins	209 87
1	H. Tracy	205 46
2	Sterritt & Smith	2,274 59
3	S. C. Newman	116 88
4	M. Vaughan	67 75
5	J. B. Price	2,281 88
6	J. E. Clark	
7	J. Dasher	785 40
8	S. D. Oliver	698 55
9	W. J. Raney	311 78
5440	S. Richardson	59 18

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
5441	Carruth & Carruth	$94 19
2	.....	.....
3	W. G. Carter	28 07
4	R. A. Phelps	179 40
5	S. C. McPherson	112 23
6	J. W. Nickerson	68 75
7	W. T. Blackwell	53 00
8	W. P. Doumb	49 22
9	H. Hart	197 44
5450	Isaac H. Wright	98 40
1	P. Saybee	179 76
2	J. Tadlock	55 93
3	D. Gallaher	234 46
4	A. Stamps	312 90
5	Pardue & Mayerhoff	171 63
6	F. Bagwell	218 92
7	F. J. Mixon	443 86
8	L. Drew	62 85
9	W. M. Lock	110 32
5460	J. Sherrill	91 32
1	S. Mead	101 88
2	W. W. Deaton	86 05
3	Dilworth & Bunn	45 20
4	A. Burrell	576 28
5	B. Humphrey	308 48
6	J. D. Frierson	190 44
7	Adams & Co	1,750 00
8	Noah P. Renfro	149 88
9	T. J. & C. C. Smith	144 42
5470	D. L. Bondro	169 83
1	R. Miller	50 28
2	L. F. May	95 40
3	W. Hargrove	219 48
4	W. M. Lee	853 88
5	A. M. Wood	384 63
6	E. Dansby	109 22
7	N. Dyer	85 25
8	J. W. Pennington	69 45
9	McDonald & Smith	39 03
5480	J. H. Stakes	54 13
1	J. W. Huddleston	172 12
2	R. L. Fox	1,374 05
3	H. White	98 48
4	J. R. Wright	58 85
5	W. W. Jefferson	21 00
6	O. Basham	58 40
7	F. A. Boyd	58 10
8	E. S. Haynes	142 57
9	E. & W. H. Carruth	225 86
5490	D. Crockett	53 73
1	G. W. Kimbrough	122 15
2	J. H. Newbern	106 71
3	J. Wood	88 93
4	E. Holt	23 67
5	J. Davidson	178 45
6	G. V. C. Johnson	259 01
7	Benjamin Fawcett	9 77
8	Peay & Ayliff	18 97
9	Suter, Lee & Co	2,852 00
5500	Wm. M. Davis	255 42
1	D. Chandler	39 26
2	R. A. Phelps	301 60
3	.....do	204 00
4	B. Bogges	198 71
5	Mills & Peyton	84 74
6	Emison & Green	658 28
7	G. Whitman	196 44
8	T. W. Morgan	.....
9	N. Woodward	107 59
5510	J. L. Beckham	832 02
1	A. B. Chunn	266 77
2	Springs & McClean	195 92
3	J. H. A. Weaver	21 12
4	Robert Jemison, jr	485 15
5	J. Weaver	388 75
6	J. H. Thomasson	122 50
7	S. Clayton	187 25
8	William Hodges	188 07
9	Griffin & Mott	821 54
5520	R. H. McCleave	63 25
1	J. W. Hackett	51 51
2	B. Bogges	484 29
3	R. Parmalee	361 58

Dr. FOURTH QUARTER 1854.

No.	To warrants paid, viz:	
3594	A. K. Ellett	$120 85
5	Robert A. Burney	575 88
6	B. F. Moss	306 04
7	E. McDowell	64 83
8	J. B. Nuner	187 95
9	S. Debord	78 78
3580	J. Myer	838 00
1	W. P. Neale	386 79
2	Duncan & Cunningham	168 21
3	Wade & Jones	85 88
4	G. Winne	721 14
5	W. Wilkins	220 48
6	G. D. Fisher	108 50
7	A. D. McKinnon	92 29
8	L. Gaines	81 67
9	J. Fitzgerald	29 25
3540	P. Ulam	284 04
1	S. B. Miles	474 87
2	E. Brewer	1,068 85
3	F. Dougherty	205 51
4	S. D. Watkins	890 50
5	Farish & Kent	156 27
6	P. Flagg	582 18
7	V. Ripley	424 54
8	M. Barber	326 78
9	Von Pfister & Clapp	122 18
3550	F. Bridier	300 00
1	W. S. Harris	688 04
2	W. W. Legget	30 14
3	A. S. Speer	48 78
4	S. Scarborough	78 17
5	J. D. Sheldon	58 64
6	P. Cannon	24 89
7	J. W. Lowe	112 86
8	J. W. Pearson	48 99
9	A. D. Johnston	66 07
3560	N. M. Moody	29 89
1	S. Bishop	57 38
2	P. A. Stockton	589 90
3	T. D. Wilson	164 62
4	W. J. Atwater	2,788 09
5	S. Harvey	344 92
6	Hopkins, Allen & Co	519 10
7	A. M. Caston	238 50
8	J. A. Boyet	48 75
9	C. Beggs	40 00
3570	N. King	120 00
1	W. E. Hooper	1,046 42
2	W. Mason & Co	255 00
3	A. B. Robbison	514 82
4	W. Hicks	60 62
5	G. Gaskill	75 00
6	R. Orme	83 00
7	W. C. Moore	83 00
8	C. Hibberts	66 00
9	J. F. Pack	112 50
3580	J. C. Bradford	416 97
1	W. J. Roberts	95 78
2	W. W. McNulty	181 87
3	B. Pankey	77 80
4	J. Raulerson	85 78
5	.....do.	36 18
6	R. R. Robertson	80 28
7	D. Griffin	2,475 00
8	J. P. Southern	2,488 80
9	J. S. Paxton	84 12
3590	A. Lack	90 66
1	J. B. Chappell	68 16
2	J. Grubee	830 96
3	P. Bonney	328 98
4	N. M. Mauldin	487 14
5	T. J. Wellborn	318 84
6	J. S. Acuff	326 67
7	W. Fletcher	251 50
8	G. E. Green	142 84
9	D. C. Nevills	141 58
3600	G. C. Dial	156 25
1	P. S. Frost	1,169 48
2	W. Spoots	365 00
3	H. Roloff	150 00
4	Taylor, Bridges & Jackson	608 60
5	L. O. B. Branch	2,428 46
6	M. M. Benton	2,282 27

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
5607	W. W. Cook	$558 85
8	C. Swain	390 08
9	J. McInnis	401 53
5610	J. W. Ashcraft	528 01
1	W. Wilkins	830 72
2	J. F. Mims	3,450 45
3	G. Lyman	5,004 16
4	Harris & Morgan	8,664 54
5	B. Fugate	829 80
6	J. A. Durant	269 00
7	Truit & Truit	433 45
8	A. W. Morris	178 13
9	Sherlock & Sherley	2,906 05
5620	J. F. Jernigan	114 24
1	W. H. Wynn	52 65
2	C. Chisum	23 78
3	J. D. Overton	181 89
4	D. Milton	93 94
5	Carter & Haines	
6	J. Hill	79 54
7	O. Munger	69 55
8	J. P. Norvell	43 23
9	J. Shores	47 76
5630	J. W. Kelly	98 84
1	D. S. Cox	35 04
2	S. McCreight	225 18
3	T. J. Wellborn	108 94
4	B. F. Weeks	66 13
5	Shepherd & Caldwell	68 74
6	J. F Chapman	119 87
7	J. S. Eldridge	1,095 79
8	J. N. Eastham	2,785 91
9	H. Calkins	62 50
5640	H. Pollard	22 83
1	P. Lloyd	96 75
2	P. Barrett, jr.	151 83
3	D. L. F. Howard	62 67
4	E. Cannon	30 95
5	J. Mast	20 70
6	S. J. Matthews	32 47
7	C. Acklin	96 27
8	W. P. Barnes	77 59
9	J. B. Amos	144 30
5650	D. Sheets	21 91
1	A. S. Williams	128 13
2	R. G. Foster	81 93
3	E. C. Fullar	98 58
4	J. Easton	149 65
5	J. Embree	149 46
6	J. S. Watkins	20 07
7	J. Moore	3,758 95
8	J. J. Robertson	78 50
9	J. H. Brown	25 00
5660	A. Spear	80 63
1	A. J. Boss	128 10
2	M. J. Whitworth	268 75
3	R. Willoughby	25 28
4	D. S. McIntosh	121 88
5	R. Byrnie	65 50
6	J. H. Ward	111 77
7	E. W. Holt	150 00
8	T. J. Adamson	24 00
9	B. Martin	195 69
5670	Adams & Co	700 44
1	G. Quimby	818 88
2	J. Ware	106 88
3	J. Poyas, jr.	81 52
4	T. M. Cutter	450 00
5	T. Ely	152 61
6	J. W. Thomas	66 50
7	J. M. Dunlap	199 76
8	Hall & Crandal	2,728 27
9	R. Fraser	200 00
5680	Adams & Co	880 26
1	R. Smith	800 00
2	W. W. Wright	498 09
3	L. Baldock	81 27
4	S. Myers	88 97
5	H. Fannon	42 50
6	L. M. Clark	92 15
7	Foust & Harbuck	1,012 00
8	Penny & Kirkbride	521 46
9	J. J. Wyly	2,148 04

Dr. FOURTH QUARTER 1854.

No.	To warrants paid, viz:	
5690	W. L. Herrington	$188 48
1	J. T. Nanny	48 05
2	M. Griggs	98 75
3	T. Mills	48 78
4	S. J. Howell	612 11
5	W. Boyd	85 42
6	W. J. Wood	107 98
7	T. Gilliam	240 00
8	Agee & Simmons	200 08
9	M. Ritchey	54 16
5700	G. W. Thomas	68 95
1	B. B. Pryor	252 72
2	J. Barnes	450 00
3	B. F. Eddin	78 00
4	J. F. Perry	48 00
5	B. Blackeney	25 00
6	A. Powell	48 75
7	Z. Roberts	181 87
8	J. C. Gainer	50 00
9	P. M. Carmichael	162 50
5710	Jamison & Ficklin	651 94
1	V. D. Parris	391 84
2	D. P. Blair	193 88
3	H. McCormick	246 87
4	Adams & Co	482 97
5	A. J. Wolf	45 98
6	A. J. Mims	180 96
7	W. H. Walker	44 87
8	T. H. Allyn	58 00
9	S. Kittrell	11 25
5720	O. McFarland	88 46
1	E. M. Owen	691 12
2	L. Sims	3,481 28
3	Shepherd & Caldwell	428 65
4	J. Stone	115 13
5	A. Cheatum	22 44
6	S. Andrews	1,015 55
7	H. McClellan	311 93
8	A. Coffin	680 22
9	J. G. Graham & W. H. Firmall	3,000 00
5730	J. M. Dunlap	365 88
1	S. N. Hubert	262 21
2	T. Cruch	50 91
3	Harden & Bennett	311 55
4	Spencer P. White	95 75
5	A. T. W. Long	82 28
6	J. R. Jefferson	205 94
7	Farish & Harman	283 48
8	J. C. Williams	83 59
9	E. Dansby	93 75
5740	S. Cruse	2,480 05
1	S. Fisher	561 57
2	E. Phelan	1,950 00
3	J. Lea	282 18
4	Burr & Burr	311 02
5	J. H. Little	568 57
6	R. S. Cochran	88 51
7	D. S. McIntosh	79 58
8	D. A. Pattillo	181 25
9	W. M Beall	.....
5750	A. G. Compton	768 42
1	Reeves & Brutridge	148 11
2	Burr & Burr	68 11
3	J. Goss	60 93
4	T. McLaughlin	81 22
5	T. Collins	118 15
6	Reid, Sprague & Co	2,000 00
7	A. G. Grier	83 00
8	H. N. Geer	495 84
9	J. C. Miller	118 37
5760	Seymour White	104 95
1	J. Ross	30 00
2	S. Decker	476 00
3	M. S. Latham	1,715 01
4	Riggs & Co	287 50
5	J. Birch	1,250 00
6	.....do	6,092 50
7	Knox & McDaniel	164 57
8	G. W. Wood	144 72
9	N. Huddlestun	107 84
5770	P. Engle	10 69
1	Riggs & Co	875 00
2	C. McLaughlin	1,250 00

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
5607	W. W. Cook	$556 85
8	C. Swain	390 03
9	J. McInnis	401 53
5610	J. W. Ashcraft	528 01
1	W. Wilkins	830 72
2	J. F. Mims	3,450 45
3	G. Lyman	5,004 16
4	Harris & Morgan	8,664 54
5	B. Fugate	329 80
6	J. A. Durant	269 00
7	Truit & Truit	433 45
8	A. W. Morris	178 13
9	Sherlock & Sherley	2,906 05
5620	J. F. Jernigan	114 24
1	W. H. Wynn	52 65
2	C. Chisum	23 78
3	J. D. Overton	181 89
4	D. Milton	93 94
5	Carter & Haines	
6	J. Hill	79 54
7	O. Munger	69 55
8	J. P. Norvell	48 28
9	J. Shores	47 76
5630	J. W. Kelly	98 84
1	D. S. Cox	35 04
2	S. McCreight	225 18
3	T. J. Wellborn	108 94
4	B. F. Weeks	66 13
5	Shepherd & Caldwell	68 74
6	J. F Chapman	119 87
7	J. S. Eldridge	1,095 79
8	J. N. Eastham	2,785 91
9	H. Calkins	62 50
5640	H. Pollard	22 83
1	P. Lloyd	96 75
2	P. Barrett, jr.	151 83
3	D. L. F. Howard	62 67
4	E. Cannon	30 98
5	J. Mast	20 70
6	S. J. Matthews	32 47
7	C. Acklin	96 27
8	W. P. Barnes	77 59
9	J. B. Amos	144 30
5650	D. Sheets	21 91
1	A. S. Williams	128 18
2	R. G. Foster	81 93
3	E. C. Fullar	98 58
4	J. Easton	149 65
5	J. Embree	149 46
6	J. S. Watkins	20 07
7	J. Moore	8,758 95
8	J. J. Robertson	78 50
9	J. H. Brown	25 00
5660	A. Spear	80 63
1	A J. Boss	128 10
2	M. J. Whitworth	268 75
3	R. Willoughby	25 28
4	D. S. McIntosh	121 83
5	R. Byrnie	65 50
6	J. H. Ward	111 77
7	E. W. Holt	150 00
8	T. J. Adamson	24 00
9	B. Martin	195 69
5670	Adams & Co	700 44
1	G. Quimby	818 88
2	J. Ware	106 88
3	J. Poyas, jr.	81 52
4	T. M. Cutter	450 00
5	T. Ely	152 61
6	J. W. Thomas	66 50
7	J. M. Dunlap	199 76
8	Hall & Crandal	2,728 27
9	R. Fraser	200 00
5680	Adams & Co	880 26
1	R. Smith	800 00
2	W. W. Wright	498 09
3	L. Baldock	81 27
4	S. Myers	88 97
5	H. Fannon	43 50
6	L. M. Clark	92 15
7	Foust & Harbuck	1,012 00
8	Penny & Kirkbride	521 46
9	J. J. Wyly	2,143 04

Dr. FOURTH QUARTER 1854.

No.	To warrants paid, viz:	
5699	W. L. Herrington	$188 48
1	J. T. Nanny	43 05
2	M. Griggs	98 75
3	T. Mills	43 78
4	S. J. Howell	612 11
5	W. Boyd	85 42
6	W. J. Wood	107 98
7	T. Gilliam	240 00
8	Agee & Simmons	200 08
9	M. Ritchey	54 16
5700	G. W. Thomas	68 95
1	B. B. Pryor	252 72
2	J. Barnes	450 00
3	B. F. Eddin	78 00
4	J. F. Perry	48 00
5	B. Blackeney	25 00
6	A. Powell	43 75
7	Z. Roberts	181 87
8	J. C. Gainer	50 00
9	P. M. Carmichael	162 50
5710	Jamison & Ficklin	651 94
1	V. D. Parris	391 84
2	D. P. Blair	198 88
3	H. McCormick	246 37
4	Adams & Co	482 97
5	A. J. Wolf	45 98
6	A. J. Mims	180 96
7	W. H. Walker	44 87
8	T. H. Allyn	58 00
9	S. Kittrell	11 25
5720	O. McFarland	88 46
1	E. M. Owen	691 12
2	L. Sims	8,481 23
3	Shepherd & Caldwell	428 65
4	J. Stone	115 13
5	A. Cheatum	22 44
6	S. Andrews	1,015 55
7	H. McClellan	311 98
8	A. Coffin	680 22
9	J. G. Graham & W. H. Firmall	8,000 00
5730	J. M. Dunlap	365 88
1	S. N. Hubert	262 21
2	T. Cruch	50 91
3	Harden & Bennett	311 55
4	Spencer P. White	95 75
5	A. T. W. Long	82 28
6	J. R. Jefferson	205 94
7	Parish & Harman	283 48
8	J. C. Williams	88 59
9	E. Dansby	98 75
5740	S. Cruse	2,480 05
1	S. Fisher	561 57
2	E. Phelan	1,950 00
3	J. Lea	282 18
4	Burr & Burr	311 02
5	J. H. Little	568 57
6	R. S. Cochran	88 51
7	D. S. McIntosh	79 58
8	D. A. Pattillo	181 25
9	W. M. Beall	
5750	A. G. Compton	768 42
1	Reeves & Brutridge	148 11
2	Burr & Burr	68 11
3	J. Goss	60 93
4	T. McLaughlin	81 22
5	T. Collins	118 15
6	Reid, Sprague & Co	2,000 00
7	A. G. Grier	88 00
8	H. N. Geer	495 84
9	J. C. Miller	118 37
5760	Seymour White	104 95
1	J. Ross	80 00
2	S. Decker	476 00
3	M. S. Latham	1,715 01
4	Riggs & Co	287 50
5	J. Birch	1,250 00
6	....do	6,092 50
7	Knox & McDaniel	164 57
8	G. W. Wood	144 72
9	N. Huddlestun	107 84
5770	P. Engle	10 69
1	Riggs & Co	875 00
2	C. McLaughlin	1,250 00

DR. TREASURER'S ACCOUNTS.

No.		
	To warrants paid, viz:	
5779	A. Smith	$2,
4	Carter, Thomas & Hough	
5	.....do	
6	J. T. Speed	2,
7	W. Pollock	
8	D. M. West	
9	J. Stevens & Co	
5780	J. Banks	
1	Davis & Moore	3,
2	E. Decker	
3	R. Orme	
5784	C. McCauley	
	By amount improperly placed to the credit of United States Assistant Treasurer at New Orleans on April 6, 1858, (see return October 7, 1854)	
	To warrants paid, due in former quarters, viz:	
2560	Duncan & King	
3871	.....do	
3817	F. H. Nicholas	
3566	J. Donaghey	
3919	Simpson & Woolly	
4015	J. S. Paaton	
4078	J. Lawton	
4858	J. F. Palmer	
		1,022,
		381,
		1,403,

Dr. FOURTH QUARTER 1854.

No.	To warrants paid, viz:	
5690	W. L. Herrington	$188 48
1	J. T. Nanny	43 05
2	M. Griggs	98 75
3	T. Mills	43 78
4	S. J. Howell	612 11
5	W. Boyd	85 42
6	W. J. Wood	107 98
7	T. Gilliam	240 00
8	Agee & Simmons	200 03
9	M. Ritchey	54 16
5700	G. W. Thomas	68 95
1	B. B. Pryor	252 72
2	J. Barnes	450 00
3	B. F. Eddin	78 00
4	J. F. Perry	48 00
5	B. Blackeney	25 00
6	A. Powell	43 75
7	Z. Roberts	181 87
8	J. C. Gainer	50 00
9	P. M. Carmichael	162 50
5710	Jamison & Ficklin	651 94
1	V. D. Parris	391 84
2	D. P. Blair	198 88
3	H. McCormick	246 37
4	Adams & Co	482 97
5	A. J. Wolf	45 98
6	A. J. Mims	180 96
7	W. H. Walker	44 87
8	T. H. Allyn	58 00
9	S. Kittrell	11 25
5720	O. McFarland	88 46
1	E. M. Owen	691 12
2	L. Sims	3,481 28
3	Shepherd & Caldwell	428 65
4	J. Stone	115 13
5	A. Cheatum	22 44
6	S. Andrews	1,015 55
7	H. McClellan	311 98
8	A. Coffin	630 22
9	J. G. Graham & W. H. Firmall	3,000 00
5730	J. M. Dunlap	365 38
1	S. N. Hubert	262 21
2	T. Cruch	50 91
3	Harden & Bennett	311 55
4	Spencer P. White	95 75
5	A. T. W. Long	82 28
6	J. R. Jefferson	205 94
7	Farish & Harman	283 48
8	J. C. Williams	83 59
9	E. Dansby	93 75
5740	S. Cruse	2,480 05
1	S. Fisher	561 57
2	E. Phelan	1,950 00
3	J. Lea	282 18
4	Burr & Burr	311 02
5	J. H. Little	568 57
6	R. S. Cochran	88 51
7	D. S. McIntosh	79 58
8	D. A. Pattillo	181 25
9	W. M. Beall	
5750	A. G. Compton	768 42
1	Reeves & Brutridge	148 11
2	Burr & Burr	68 11
3	J. Goss	60 92
4	T. McLaughlin	81 22
5	T. Collins	118 15
6	Reid, Sprague & Co	2,000 00
7	A. G. Grier	83 00
8	H. N. Geer	495 84
9	J. C. Miller	118 37
5760	Seymour White	104 95
1	J. Ross	80 00
2	S. Decker	476 00
3	M. S Latham	1,715 01
4	Riggs & Co	257 50
5	J. Birch	1,250 00
6	.....do	6,092 50
7	Knox & McDaniel	164 57
8	G. W. Wood	144 72
9	N. Huddlestun	107 84
5770	P. Engle	10 69
1	Riggs & Co	875 00
2	C. McLaughlin	1,250 00

The Post Office Department in account with the Treasurer of the Uni States, on account of receipts and disbursements for the quarter end March 31, 1855.

No.	To warrants paid, viz:	
5785	J. F. Brown	$1
6	J. J. Atkinson	22,5
7	....do	3,0
8	E. Gideon	
9	G. Wells	
5790	E. B. Ward	2
1	L. F. West	
2	A. Homer	9,8
3	A. T. Dapson	4
4	J. S. Myers	
5	A. M. Lejeune	2
6	O. H. Felder	
7	T. Wolverton	5
8	E. D. Owens	
9	D. B. Hibbard	1
5800	R. C. Hutchison	7
1	G. A. Patillo	1
2	J. E. Eaton	1
3	J. E. Thomson	8,6
4	....do	2,0
5	....do	12,4
6	D. E. Ball	
7	R. T. Carter	
8	J. C. Johnson	
9	W. J. Crans	1
10	C. Brady	
1	J. Abear	1
2	L. W. Nichols	7
3	J. W. Brashear	2
4	J. Gunny	2
5	R. S. Cochran	
6	G. Williams	
7	T. R. Thurman	
8	C. J. Wright	
9	A. W. Griswold	
20	L. K. Justice	
1	J. H. Low	
2	W. T. Rice	
3	S. Vansickle	
4	H. Allen	
5	M. S. Leonard	
6	W. P. Pepper	
7	S. H. Rogers	
8	M. Clarke	1
9	W. S. Kittle	
5880	E. Robinson	9,7
1	S. Drake	
2	G. W. Branch	
3	W. C. Allen	2
4	S. North	1
5	G. F. Nesbitt	8,1
6	J. H. Gibbs	1
7	Adkins & Porter	
8	L. D. Bryant	
9	Toppan, Carpenter & Co	2,0
5840	W. A. Wheeler & Co	2
1	R. S. Bartlett & Co	
2	O. H. Mott	
3	A. N. Wheeler	
4	W. McConnell	
5	A. Hughes	5
6	M. N. Falls,	4,5
7	W. H. Moores	
8	J. Carter	
9	D. Metzger	
5850	T. W. Howard	
1	R. J. Laurenson	
2	H. J. Hendler	
3	W. C. Moore	
4	G. W. Anderson	2
5	G. Jones	
6	J. H. Harmon	
7	O. K. Grant	
8	W. W. Price	
9	Jewett, Thomas & Co	6,2
5860	J. Moore	5
1	....do	8,8

Dr. FIRST QUARTER 1855.

No.	To warrants paid, viz:	
5862	Kimball & Moore	$1,777 50
3	J. R. Philbrick	68 00
4	W. Wigginton	51 76
5	E. Morrow	373 79
6	W. T. Beall	84 00
7	E. M. Webber	59 00
8	H. P. Seegar	68 00
9	J. M. Hall	68 00
5870	C. S. King	68 00
1	M. B. McConihe	68 00
2	T. A. Barker	68 00
3	E. Boyden	
4	J. P. Chase	68 00
5	S. E. Adams	68 00
6	W. West	68 00
7	J. E. Smith	50 00
8	G W. Smith	50 00
9	J. G. Stevens	1,102 27
5880	W. B. Stout	260 94
1	C. Cobb	135 78
2	J. M. Whitley	84 46
3	J. R. Cox	34 78
4	F. Peck	250 00
5	N. Colby	58 08
6	W. H. Dyson	84 00
7	M. T. Douglass	338 90
8	H. P. Bee	275 00
9	W. Patridge	522 50
5890	D. P. Blair	198 38
1	J. T. Trowell	1,931 34
2	do	6,040 62
3	W. Robinson, jr	5,700 00
4		
5	B. F. Moss	166 75
6	E. J. Davis	72 10
7	J. F. Palmer	460 21
8	M. Bateman	173 50
9	G. Whiteman	196 78
5900	Crowell, Jewett & Thomas	1,558 16
1	do	4,844 00
2	C. T. Hull	82 76
3	J. V. Hill	150 00
4	F. Earnest	59 00
5	Wm. T. Blackwell	59 00
6	C. W. Potter	34 24
7	E. L. Sherwood	84 00
8	F. S. Hunt	200 00
9	C. Hibberts	68 00
5910	J. Royas, jr	84 24
1	J. G. W. Mills	84 00
2	J. W. Wright	84 00
3	G. W. Hughes	1,350 00
4	Fox & Polhemus	1,547 44
5	M. A. Brayton	245 98
6	E. Harlow	68 25
7	J. H. Alley	94 01
8	S. Andrews	1,524 75
9	Schnabel & Lloyd	58 16
5920	B. Blount	64 78
1	M. H. Gladden	117 00
2	T. S. Fitch	67 00
3	L. O. B. Branch	2,451 78
4	O. H. Wells	59 00
5	Walter P. Grier	250 00
6	J. H. Davis	29 75
7		
8	Shaw & Bunts	600 00
9	do	800 00
5930	do	1,250 00
1	Crowell, Jewett, Thomas & Co	1,354 50
2	H. Hart	208 08
3	J. Holbrook	229 52
4	B. Martin	196 78
5	Read & Allen	625 00
6	do	552 28
7	Nathan Coombs	350 00
8	J. P. Southern	2,679 69
9	W. F. Jackson	
5940	J. F. Cooper	5,269 40
1	F. Campbell	196 78
2	A. Jacobs	500 00
3	E. E. Knox	169 96
4	M. A. Price	529 42

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
5945	J. Ryland	$18 00
6	R. Orme	84 00
7	P. Seaton	132 52
8	J. W. Sumner	68 87
9	J. J. Robertson	240 47
5950	D. Waldo	2,875 00
1	.....do	5,000 00
2	J. Hall	2,510 00
3	Clark, Frost & Jacobs	439 25
4	A. Jacobs	500 00
5	R. W. Durkan	59 00
6	J. S. McCune	1,900 00
7	L. M. Jones	62 38
8	A. Earp	81 25
9	W. Collins	1,622 35
5960	Kimball & Moore	1,781 50
1	J. Moore	7,046 39
2	H. Davis	325 35
3	N. G Durham	116 46
4	Howard & Davis	1,600 00
5	J. B. Price	1,128 75
6	J. Furrow	52 42
7	Pickle & Reavis	26 10
8	J. T. Crowell	2,546 16
9	W. Bement	8,000 00
5970	W. S. Ashe	10,424 55
1	A. Emerson	2,760 00
2	T. Stockton	75 00
3	.....do	75 00
4	A. G. Grier	84 60
5	J. D. Frierson	196 78
6	New York and Virginia Steam Ship Company	500 00
7	Wm. A. Wheeler & Co	48 80
8	Adams & Co	584 00
9	N. Woolward	200 00
5980	A. C. Kemble	224 00
1	A. H. Sanders	34 87
2	James Shepherd	110 00
3	J. Van Rensselaer	1,350 00
4	W. C. Templeton	6,000 00
5	.....do	1,000 00
6	D. W. Gould	847 45
7	S. C. F. Thorndyke	855 00
8	J. P. Kennedy	3,112 50
9	Stalford & Heacock	61 29
5990	J. S. Thompson	43 76
1	T. C. Monroe	288 00
2	M. W. Hunter	112 22
3	E. B. Ward	1,250 00
4	.....do	162 83
5	H. B. Bennett	856 25
6	D. Lee	950 00
7	J. T. Davenport	7,500 00
8	E. B. Morgan	1,969 10
9	T. J. Waters	20,951 50
6000	E. B. Ward	3,718 17
1	J. H. Reed	2,151 86
2	E. S. Hockersmith	547 10
3	Eli Gilligan	669 57
4	Wm. Gott	91 00
5	J. Peril	84 23
6	Hardin, Bennett & Roberts	348 88
7	J. V. Pruyn	11,000 00
8	B. Adair	193 74
9	C. Bacon	50 00
6010	N. Boynton	142 84
1	E. B. Ward	1,250 00
2	E. B. & S. Ward	285 00
3	Sherlock & Shirley	1,581 93
4	H. W. Johnson	83 69
5	Achison & Beall	1,240 06
6	Acheson & Moore	498 82
7	Robt. C. Brinkley	4,000 00
8	Powell & Metcalf	12,602 38
9	A. G. Trimble	98 90
6020	Wm. A. Wheeler	184 96
1	G. L. Ford	1,006 60
2	S. McCreight	24 25
3	Truit & Truit	831 25
4	M. S. Alexander	380 00
5	J. R. Jefferson	75 00
6	V. D. Parris	199 78
7	J. L. Atchison	55 76

Dr. FIRST QUARTER 1855.

No.	To warrants paid, viz:	
5862	Kimball & Moore	$1,777 50
3	J. R. Philbrick	68 00
4	W. Wigginton	51 76
5	E. Morrow	373 79
6	W. T. Beall	84 00
7	E. M. Webber	59 00
8	H. P. Seegar	68 00
9	J. M. Hall	68 00
5870	C. S. King	68 00
1	M. B. McConihe	68 00
2	T. A. Barker	68 00
3	E. Boyden	
4	J. F. Chase	68 00
5	S. E. Adams	68 00
6	W. West	68 00
7	J. E. Smith	50 00
8	G. W. Smith	50 00
9	J. G. Stevens	1,102 27
5880	W. B. Stout	260 94
1	C. Cobb	185 78
2	J. M. Whitley	84 46
3	J. R. Cox	34 78
4	F. Peck	250 00
5	N. Colby	58 03
6	W. H. Dyson	84 00
7	M. T. Douglass	888 90
8	H. P. Bee	275 00
9	W. Patridge	522 50
5890	D. P. Blair	198 38
1	J. T. Trowell	1,981 34
2	..... do	6,040 62
3	W. Robinson, jr	5,700 00
4		
5	B. F. Moss	166 75
6	E. J. Davis	72 10
7	J. F. Palmer	460 21
8	M. Bateman	173 50
9	G. Whiteman	196 78
5900	Crowell, Jewett & Thomas	1,553 16
1	.....do	4,844 00
2	C. T. Hull	82 76
3	J. V. Hill	150 00
4	F. Earnest	59 00
5	Wm. T. Blackwell	59 00
6	C. W. Potter	84 24
7	E. L. Sherwood	84 00
8	F. S. Hunt	200 00
9	C. Hibberts	68 00
5910	J. Royas, jr	84 24
1	J. G. W. Mills	84 00
2	J. W. Wright	84 00
3	G. W. Hughes	1,850 00
4	Fox & Polhemus	1,547 44
5	M. A. Brayton	245 98
6	E. Harlow	68 25
7	J. H. Alley	94 01
8	S. Andrews	1,524 75
9	Schnabel & Lloyd	58 16
5920	B. Blount	64 78
1	M. H. Gladden	117 00
2	T. S. Fitch	67 00
3	L. O. B. Branch	2,451 73
4	O. H. Wells	59 00
5	Walter P. Grier	250 00
6	J. H. Davis	29 75
7		
8	Shaw & Bunts	600 00
9	.....do	300 00
5930	.....do	1,250 00
1	Crowell, Jewett, Thomas & Co	1,854 50
2	H. Hart	208 08
3	J. Holbrook	239 52
4	B. Martin	196 78
5	Read & Allen	625 00
6	.....do	552 23
7	Nathan Coombs	850 00
8	J. P. Southern	2,679 69
9	W. F. Jackson	
5940	J. F. Cooper	5,269 40
1	P. Campbell	196 78
2	A. Jacobs	500 00
3	E. E. Knox	169 96
4	M. A. Price	589 42

DR. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
6111	R. T. Carter	$83 00
2	W. P. Pepper	75 00
3	J. Battin	40 57
4	Chidester & Co.	820 71
5	J. E. Hoshall	166 11
6	Webb & Kunkel	109 37
7	J. A. Cotton	3,150 00
8	G. H. Giddings	1,000 00
9	....do	500 00
6120	....do	1,179 89
1	J. A. Cotton	450 00
2	C. Bouknight	2,100 00
3	S. Van Sickle	83 00
4	W. T. Rice	83 00
5	J. H. Low	83 00
6	M. Clarke	100 00
7	J. Berret	75 00
8	J. T. Stalford	50 01
9	S. Durgin	96 03
6130	H. H. Coats	71 18
1	A. Haines	198 34
2	C. E. Barrett	3,862 44
3	J. Goodall	234 99
4	H. B. Rice	90 22
5	J. W. Steagall	185 02
6	E. D. Owens	90 16
7	D. Holsonboke	106 25
8	R. Summerson	2,060 96
9	H. M. Bowden	83 00
6140	J. G. W. Mills	83 00
1	S. Drake	66 00
2	W. S. Kittle	66 00
3	G. W. Branch	66 00
4	G. W. Smith	50 00
5	J. E. Smith	50 00
6	S. H. Rogers	50 00
7	H. Allen	50 00
8	R. Summerson	1,880 80
9	T. W. Howard	66 00
6150	W. P. Blakey	66 00
1	C. T. Hull	83 00
2	M. S. Leonard	75 00
3	J. W. Sargent	1,558 76
4	H. Martin	4,981 25
5	Myron Clark	1,276 05
6	R. S. McFarlane	187 50
7	Jos. A. Gilmore	506 34
8	W. C. Walker	120 91
9	....do	179 00
6160	....do	180 56
1	....do	149 65
2	....do	89 67
3	Riggs & Co.	4,588 78
4	G. A. Cuyler	8,978 22
5	M. A. Cohen	1,407 90
6	J. H. Taylor	2,686 87
7	W. T. Beall	83 00
8	W. H. Dyson	83 00
9	F. J. Martin	83 00
6170	R. J. Lawrenson	66 00
1	N. Colby	58 00
2	O. K. Grant	58 00
3	G. Jones	50 00
4	Carter & Thomas	3,077 77
5	M. M. Benton	1,801 06
6	J. F. Speed	1,000 00
7	O. H. Mott	75 00
8	R. S. Bartlett	75 00
9	A. N. Wheeler	75 00
6180	J. N. Wright	83 00
1	E. M. Webber	58 00
2	J. R. Philbrick	66 00
3	John D. Williams	51 08
4	A. Colcutt	12 03
5	Tomlinson & Tarsh	385 72
6	Robert Roby	147 76
7	J. Mack	78 85
8	W. J. Locke	57 49
9	F. Conolly	117 67
6190	W. G. Smith	82 51
1	J. P. Vandervort	280 00
2	G. W. Leech	59 00
3	Chase & Sipple	175 90

Dr. FIRST QUARTER 1855.

No.	To warrants paid, viz:	
608	J. C. Hemming	$480 00
9	H. R. Blanchard	210 00
609	A. Barber	991 90
1	Jewett, Thomas & Co	1,686 62
2	E. S. Means	181 48
3	F. H. Skinner	808 00
4	J. H. Sullivan	3,592 58
5	H. G. Fant	4,195 11
6	F. A. Fosket	809 61
7	E. Grace	75 86
8	Davis & Lard	655 16
9	J. Birch	332 18
6040	J. Durley	61 87
1	D. W. Baker & G. P. Duncan	79 20
2	M. Roberts	88 84
3	T. J. Wright	333 33
4	E. B. Washburn	1,400 00
5	W. Wilkins	915 69
6	E. M. Lawrence	1,150 00
7	H. P. Bee	275 00
8	R. Parmalee	1,370 00
9	....do	1,480 00
6050	Brooks & Barden	500 00
1	....do	2,250 00
2	Riggs & Co	49,088 86
3	J. H. Spencer	1,000 00
4	D. A. Fosket	2,000 00
5	J. P. Southern	881 51
6	D. A. Fosket	750 00
7	B. F. Eddins	72 00
8	C. Smith	229 32
9	F. M. Campbell	650 44
6060	Z. Roberts	42 05
1	E. Danby	185 35
2	H. Box	86 39
3	W. N. Savage	.....
4	Emile La Sere & Co	.....
5	J. T. Davenport	100 00
6	J. Zuleuf	3,064 10
7	G. M. Milligan	1,484 00
8	H. J. Southmayd	3,459 50
9	P. Van Deurson	1,345 33
6070	D. Sheets	78 56
1	S. A. W. Seigfield	88 75
2	J. S. Green	2,450 00
3	J. R. Thomson	5,062 50
4	J. F. Partrick	415 76
5	J. R. Powell	2,500 00
6	....do	1,000 00
7	....do	800 00
8	....do	484 12
9	F. Campbell	199 77
6080	J. G. Jones	25 00
1	L. Frank	276 83
2	N. E. Smith	289 06
3	J. Hetrick	500 00
4	G. W. Cole	207 65
5	A. M. Goodwin	600 00
6	J. S. Paxton	65 00
7	T. W. Ward	311 87
8	S. M. Painter	425 00
9	J. A. Cannon	92 89
6090	L. Ambrose	582 47
1	S. W. Inge	890 00
2	B. Martin	205 77
3	W. B. Draper	2,796 50
4	J. F. Brown	199 78
5	C. Morgan	8,718 75
6	P. S. Frost	825 00
7	P. V. Daniel, jr.	1,882 90
8	J. H. Spencer	467 61
9	J. G. Stevens	988 00
6100	G. W. Fish	497 85
1	S. H. Woodson	4,875 00
2	L. R. Justice	58 00
3	W. J. Crane	199 78
4	R. A. McGibony	611 50
5	J. T. Cooper	200 00
6	C. Brady	83 00
7	C. J. Wright	83 00
8	N. M. Iardella	83 00
9	A. W. Griswold	83 00
6110	J. C. Johnson	83 00

DR. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
6277	A. Yerkes	$29 51
8	W. Stallman	24 25
9	C. Seagreaves	269 28
6280	P. H. Allabach	75 00
1	O. P. Zink	59 06
2	S. Garver	83 70
3	S. Pusey	12 50
4	E. Gatchel	17 49
5	S. J. Paxon	18 02
6	Hartrauft, Schwenck & Co	268 44
7	W. Ross	86 78
8	J. S. Brown	5 42
9	T. Smith	56 80
6290	J. Stradling	16 83
1	J. Eley	199 30
2	J. H. Baldwin	118 22
3	W. Norcross	511 78
4	J. M. Goggin	3,175 00
5	A. Morgan	200 00
6	J. F. Mims	4,159 24
7	H. H. Walker	61 10
8	J. Wade	67 87
9	J. Long	200 45
6300	Joab Martin	64 64
1	W. Laird	78 85
2	H. D. Bird	500 00
3	do	4,805 34
4	A. Acre	142 42
5	R. King	88 46
6	Love & Glenn	108 02
7	J. Fox	164 64
8	J. A. Clarke	376 35
9	T. Hollis	149 85
6310	C. J. Dean	165 56
1	J. F. Cooper	3,494 40
2	J. J. W. Wilson	175 70
3	H. A. Bristow	88 49
4	K. Anderson	57 31
5	E. A. Chapin	1,252 92
6	N. Beal	84 31
7	J. R. Powell	142 18
8	J. M. Dickinson	83 43
9	F. S. Hunt	66 00
6320	J. C. Benson	68 62
1	John Myers	181 25
2	D. Griffin	2,328 85
3	Jacob B. Ward	44 89
4	Brunett & Locke	890 17
5	D. P. Blair	214 27
6	W. B. Curry	1,000 00
7	do	1,000 00
8	do	1,243 96
9	Sweeney, Bestor & Co	289 83
6330	E. B. Washburn	922 97
1	O. Hart	95 00
2	M. Eder	200 00
3	O. Stearns	1,400 00
4	R. Orme	83 00
5	J. Stouffer	860 65
6	Peters, Gehr & Colder	725 73
7	R. H. McCleave	106 91
8	Harris & Lester	103 37
9	William L. White	45 00
6340	H. C. Reid	64 93
1	William E Hooper	2,070 15
2	R. B. Johnson	71 61
3	John H. Ford	115 69
4	J. L. Whiton	900 00
5	Holmes & Osborn	816 60
6	D. Griffin	516 41
7	L. O. Reynolds	418 36
8	T. D. Wilson	162 92
9	William M. Lee	285 12
6350	J. Kendrick	303 31
1	W. W. Hitch	159 07
2	S. Hotchkiss	46 94
3	D. Cooley	54 50
4	H. J. Noe	72 01
5	Z. Morgan	43 74
6	J. E. Brashears	43 75
7	T. Roberts	87 00
8	R. J. Leester	60 06
9	J. W. Spradlin	169 78

Dr. FIRST QUARTER 1855.

No.	To warrants paid, viz:	
6360	Hughes & Whitehurst	$844 87
1	N. Johnson	209 49
2	R. Creswell	230 85
3	J. A. Carnan	96 42
4	E. Nott	1,179 01
5	D. F. Adams	97 18
6	F. Hayden	22 68
7	G. Merrill	284 85
8	E. A. Chapin	2,781 78
9	J. W. Emery	458 61
6370	Thorn & Russell	226 05
1	W. S. Davison	532 06
2	W. E. Russell	209 57
3	Ignatius Dawson	51 21
4	Eskridge & Beard	106 75
5	J. L. Sallee	60 18
6	J. L. Chilton	28 23
7	B. Gardiner	170 18
8	N. M. Harlan	80 11
9	J. B. Amos	142 91
6380	G. N. Denton	88 61
1	Carson & Young	114 30
2	N. E. Gray	1,162 98
3	J. Chesher	875 00
4	O. J. Glesser	510 00
5	P. Bowlby	75 00
6	D. Bulliner	40 95
7	B. Washburn	44 14
8	A. W. Wilkie	78 88
9	M. Barber	338 26
6390	Watson & Leggett	85 58
1	E. Branch	22 28
2	A. D McKinnon	91 75
3	N. M. Moody	29 88
4	R. R. Robertson	79 87
5	P Cannon	27 08
6	S. Scarborough	105 86
7	S. Harvey	146 07
8	A. M. Caston	187 62
9	J. A. Boyet	47 35
6400	M. H Hernandez	117 71
1	S. Gaines	84 52
2	G. D. Fisher	104 68
3	Fisher & Landrum	99 19
4	W. J. Atwater	2,708 03
5	P. A. Stockton	645 37
6	S. Bishop	58 52
7	J. D. Sheldon	58 45
8	J. W. Pearson	86 82
9	S. Andrews	784 70
6410	E. Warren Morse	156 25
1	R. S. Foster	68 01
2	W. Patton	152 88
3	S. Perrin	64 19
4	C. J. Atkinson	666 02
5	J. H. Whitehead	149 86
6	J. N. Taylor	41 70
7	G. W. Blanton	59 67
8	S. Fairbank	3,000 00
9	C. K. Drake	99 69
6420	J. McLean	1,481 70
1	J. C. Sapp	88 47
2	G. Gaskill	75 00
3	J. Cowperthwaite	68 29
4	Rue & Buckalew	7 41
5	A. W. Hartman	61 28
6	S. Johnson	88 62
7	E. Parker	37 52
8	W. W. Cooper	90 22
9	Low & Stokes	91 78
6430	E. Doughty	88 35
1	C. Collins, jr	164 86
2	Hann & Lloyd	122 04
3	J. Mitchell	88 48
4	S. Rammell	11 90
5	S. Hannah	5,230 86
6	Ashby, Shall & Fatherly	4,141 50
7	do	4,141 50
8	R. Jemison, jr	742 40
9	Robert Jemison, jr., & S. W. Ficklin	2,500 00
6440	do	582 18
1	J. Adams	5,616 23
2	W. A. Wheeler & Co.	1,064 00

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
6448	McSpeden & Baker	$456 00
4	Jonathan Colley	117 39
5	Powell & Metcalf	1,861 61
6	P. Engle	25 34
7	D. B. Case	84 80
8	T. D. Watkins	60 21
9	B. Vanderpool	1,072 52
6450	S. W. Jackson	61 81
1	F. Bridler	200 00
2	T. D. Wilson	164 62
3	Chubb Brothers	321 50
4	W. Edwards	56 50
5	A. M. Rayburn	193 39
6	R. Vanhise	20 13
7	E. R. Height	33 62
8	P. J. S. Garis	22 76
9	A. Whitenock	51 89
6460	J. H. Snyder	253 86
1	Riggs & Co	242 50
2	.....do	650 00
3	.....do	178 75
4	H. S. Jarvis	335 98
5	J. H. Gould	139 60
6	A. Truesdell	65 70
6	M. P. Brown	25 69
8	E. Hall	71 56
9	J. Holbrook	271 32
6470	W. M. Murphy	221 78
1	B. W. Garretson	188 12
2	J. Vanhise	18 50
3	J. L. Ward	5 00
4	G. A. & R. A. Doremus	46 07
5	J. Hahn	9 16
6	S. Gummaer	33 80
7	H. W. Post	17 50
8	J. Knap	28 75
9	A. Thayer	117 00
6480	S. M. Bernard	229 72
1	E. K. Owsley	139 12
2	J. Dills, jr	62 50
3	S. Evans	86 47
4	W. S. Harris	804 65
5	B. M. Murphy	84 34
6	McKinnon & McNelll	460 08
7	M. McKinnon	839 35
8	R. Ward	171 09
9	J. C. Coan	56 65
6490	James M. Dunlap	441 90
1	H. L. Robards	361 17
2	J. Clegg	858 70
3	Chubb Brothers	275 00
4	S. G. Parsons	191 77
5	Lightfoot & Wilkins	.....
6	A. E. Dougherty	428 75
7	G. Whitman	259 27
8	C. Bouknight	1,750 00
9	S. Owen	68 99
6500	J. Fagles	281 24
1	C. Cooper	68 58
2	L. H. Smith	70 98
3	A. E. Gallup	108 54
4	S. M. Mills	42 36
5	W. G. McClelland	83 66
6	F. Rutherford	131 95
7	C. H. Blakey	228 10
8	Graves & Lane	851 27
9	W. S. Evans	114 86
6510	A. H. Gilman	800 00
1	M. Allen	44 07
2	W. J. Roberts	96 51
3	J. B. Knight	161 23
4	Johnson & Hanna	1,051 59
5	M. McLean	268 56
6	W. A. Mayfield	40 36
7	S. Medbury	927 87
8	F. G. Morrison	972 19
9	T. Cook	74 06
6520	J. J. Robertson	65 75
1	Willoughby & Bowen	323 65
2	A. Morgan	480 22
3	Whited & Terwilliger	168 32
4	P. Packard	69 83
5	J. M. Sammis	12 78

Dr. FIRST QUARTER 1855.

No.	To warrants paid, viz:	
6526	E. M. Lawrence	$956 31
7	J. P. Smith	796 69
8	T. S. Fitch	58 00
9	R. A. Phelps	179 40
6530	S C. McPherson	111 16
1	H. W. Johnson	92 29
2	Sterritt & Smith	2,162 79
3	R. Parmalee	1,628 55
4	....do	440 18
5	J. Dimitry	611 90
6	H. T. Earle	259 20
7	J. M. Carter	186 47
8	L. Ambrose	565 89
9	Carruth & Carruth	108 03
6540	M. Welch	500 00
1	S. D. Oliver	728 58
2	Boyd & Edmond	991 36
3	R. Edmond	148 12
4	J. D. Frierson	199 77
5	T. Ely	150 30
6	P R. Chandler	557 08
7	J. Lea	118 35
8	D. L. Bondro	170 67
9	A. M. Lejeune	188 41
6550	Rodolph Miller	110 45
1	J. H. Stakes	57 76
2	J. N. Huddlestun	168 28
3	R. L. Fox	1,658 45
4	E. Marcello	54 42
5	Burr & Burr	278 50
6	J. Dosher	751 92
7	W. Fletcher	311 78
8	T. W. Dunnica	189 94
9	E. A K. Kilian	62 20
6560	D. Talley	440 31
1	P. Layhee	182 71
2	J. Tadlock	82 07
3	O. H. Felder	88 82
4	J. P. Elser	19 22
5	J. H. Wright	108 69
6	Kimball & Moore	2,452 44
7	P. Moro	59 51
8	J. Furrow	51 11
9	D. L. Ha'ner	100 00
6570	W. G. Crabtree	28 75
1	De La Fayette Huskey	44 86
2	J. C. Hays	28 99
3	E. S. Alvord	599 27
4	....do	5,879 19
5	J. Tully	45 61
6	W. Hackney	78 40
7	L. Baldock	88 29
8	D. Girdner	14 28
9	J. C. Williams	99 62
6580	J. B. Alverson	60 84
1	S. R. Scott	151 97
2	G. Adams	49 12
3	G. Winne	900 00
4	J. A. Durant	265 22
5	J. Atkins	192 76
6	Westcott & Whitaker	98 79
7	J. S. McCune	7,188 84
8	M. Williamson	880 00
9	S. S. Middleton	84 79
6590	B. Gibbs	87 14
1	J. W. Scott	556 50
2	Chubb Brothers	201 02
3	E. S Alvord	6,302 27
4	L. Wiggins	217 80
5	J Burden	116 08
6	H. F. Baker	1,944 09
7	C Wood	1,825 00
8	W. S. Hubbard	1,692 18
9	W. W. Wright	975 00
6600	J. Garber	84 91
1	G. Dickerson	108 10
2	A. B. Chunn	277 26
3	E. T. Clemmons	510 15
4	D. Holdsclaw	57 01
5	Von Pfister & Clapp	192 69
6	W. T. Stockton	855 74
7	A. Lammond	612 50
8	Bradley & Pratt	50 00

DR. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
6609	T. H. Irvine	$311 44
6610	G. A. Snyder	304 29
1	F. Frank	353 14
2	J. T. McKinnon	102 86
3	J. Billings	10 25
4	W. Duckworth	84 94
5	A. Scroggs	15 81
6	K. Porter	3,225 29
7	Comstock & Simpier	55 66
8	E Dansby	193 16
9	W. Holmes	219 18
6620	J. Causey	144 23
1	M. S. Ward	120 94
2	A. Springs	328 42
3	A. B. Chunn & Co	246 04
4	N. Sherrill	87 52
5	S. Rhea	13 75
6	J. Magness	31 43
7	T. P. Jackson	44 90
8	B. Washburn	22 76
9	E. W. West	41 42
6630	T. B. Capps	41 29
1	J. & R. W. White	73 67
2	J. H. Moore	48 14
3	A. B. Cox	144 57
4	J. W. Steagall	407 83
5	J. S. Gibson	2,241 88
6	H. N. White	109 20
7	J. Potter	38 57
8	G. W. Thomas	
9	D. Metzger	88 02
6640	L. D. Walker	49 18
1	J. M. Whiton	100 00
2	D. Evans	29 19
3	J. Humble	42 60
4	S. V. Garvin	596 50
5	E. C. Sebastian	151 37
6	O. Munger	71 10
7	J. R. Pratt	80 67
8	D. V. Parrish	119 76
9	D. W. Shaver	245 42
6650	W. Ownby	48 19
1	S. Myers	62 98
2	R. Parmalee	52 92
3	do	182 14
4	W. L. Harrington	161 18
5	D. S. Cox	86 20
6	J. H. Martin	58 94
7	H. Abbott	85 58
8	P. Warlick	192 00
9	V. Ripley	376 28
6660	Carpenter & Tyson	172 77
1	C. D. Mayb e	175 66
2	M. H. Allison	119 90
3	Smith & Rue	97 35
4	D. Sheets	22 67
5	Hilton & Tipton	196 91
6	J. Reynolds	118 25
7	J. Cox	40 41
8	A. Porter	29 76
9	T. Lane, jr	18 67
6670	W. Pool	20 89
1	Collins & Draper	42 98
2	M. Sides	21 19
3	J. H. Bundy	60 70
4	W. Y. Martin	47 24
5	A. C. Moore	186 61
6	T J. Caldwell	61 92
7	Miller & Sherrill	69 51
8	H. Fannon	45 41
9	E. S. Means	188 45
6680	J. Holden	89 84
1	J. B. Ferguson	165 21
2	T. Smith	57 62
3	E. Golden	44 70
4	J. P. Norvell	43 84
5	J. Peril	49 88
6	J. Benefiel	100 00
7	Chidester & Co.	860 00
8	J. Ware	116 13
9	E. Goodwin	89 53
6690	H. Pollard	67 40
1	J. W. Rouse	105 46

Dr. FIRST QUARTER 1855.

No.	To warrants paid, viz:	
692	J. M. Williams	$68 86
3	G. Howard	108 16
4	H. Wiswall	66 17
5	S. Parker	127 24
6	N. C. Robbins	11 66
7	R. T. Long	105 96
8	T. G Credle	120 08
9	W. Styron	189 39
6700	K. Hackett	78 61
1	B. Wall	192 74
2	E. Colbert	514 47
3	H. G. Cutler	74 67
4	E. Whitty	58 82
5	M. Harris	10 42
6	Springs & McLean	198 40
7	T. K. Glenn	62 22
8	H. Stallings	51 25
9	S. E. Phillips	62 50
6710	G. Ackerman	30 00
1	Robert H. Moss	157 18
2	J. Whitaker	27 84
3	M. Patton	289 13
4	Banner & White	318 29
5	J. W. Taylor	11 68
6	L. Drew	67 92
7	J. Shepherd	45 75
8	O. S. Harding	28 82
9	S. N. Lester	140 00
6720	E. S. Alvord	1,638 32
1	....do	858 43
2	....do	624 00
3	J. P. King	9,854 39
4	J. R. N. Tenhett	250 00
5	A. J. Tipton	55 29
6	J. McMain	180 04
7	J. B. Jervis	20 76
8	J. W. Jervis	10 60
9	J. H. A. Weaver	20 60
6730	D. L F. Howard	67 68
1	J. A. Mast	10 72
2	A. Hawthorne	9 21
3	J. L. Day	2,000 00
4	W. H. Wright	60 25
5	J. H. Davis	29 75
6	Hatherway & Albertson	268 88
7	J. Thomason	92 54
8	R. Ward	68 50
9	W. J. Graham	14 70
6740	C. Ward	61 33
1	J. C. Early	105 38
2	R. Byrnie	18 96
3	G. Penn	62 50
4	L. Sims	3,618 61
5	J. A. Tully	99 75
6	W. M. Dillard	71 61
7	M. Lawrence	98 22
8	L. & J. A. Sims	794 39
9	F. Frank	850 81
6750	J Kelly	814 10
1	W. Gibbs	118 84
2	J. S. Acuff	886 31
3	Terry & Kilpatrick	862 51
4	W. Wilkins	246 32
5	D. G Brinkley	244 42
6	N. & G. Y. Woodward	287 53
7	J W. McGran	59 52
8	W. A. Swift	140 26
9	J. M. Whitley	.....
6760	W. Eagon	134 44
1	T. Ward	32 44
2	H. W. Wells	41 24
3	J. Hays	59 97
4	W. Hargrove	68 21
5	W. Jenkison	29 49
6	W. H. Burden	114 91
7	B. Boggess	443 98
8	M. T. Douglass	380 50
9	J Hill	89 21
6770	W. Patridge	514 94
1	J. W. Hackett	60 06
2	C. H. Atwood	144 91
3	W. P. Rutledge	809 21
4	W. W. Flanagin	64 52

DR. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
6775	W. P. Rutledge	$
6	A. W. Morris	
7	S. White	
8	H. B. Force	
9	Comins & Dopp	
6780	J. Melrose	
1	G. Rea	
2	B. Campbell	1,
3	T. B. Dalton & A. Henly	
4	J. W. Lowe	
5	A. S. Speer	
6	F. Bagwell	
7	S. McCreight	
8	C. W. Brown	
9	B. Swearingen	
6790	P. Bonney	
1	M. A. Larkin	
2	J. W. Kilgore	
3	J. McEwen	
4	W. P. Miller	
5	C. Swetland	
6	L. D. Turner	
7	Ketchum & Pike	
8	Colgrove & Miller	
9	A. W. Ramsay	
6800	E. Hance	
1	J. Durme	
2	J. Battin	
3	L. Searle	
4	S. W. Nyce	
5	G. Nelson	
6	F. A. Dentzel	
7	J. N. Swift	
8	F. J. Mixon	
9	J. M. Rush	
6810	G. E Green	
1	W. H. Wynn	
2	Brumett & Locke	
3	N. W. Mauldin	
4	B. F. Moss	
5	J. A. Denham	
6	P. T. Totten	
7	N. H. Richardson	
8	J. Wheeler	
9	T. J. Adamson	
6820	J. Sumerer	
1	H. C. Price	
2	J. Cook	
3	L. Ellis	
4	Foreman & Baker	
5	Blodgett & Morton	
6	J. W. Turner	
7	B. C. Wright	
8	J. N. Perkins	
9	do	
6830	do	
1	D. S. McIntosh	
2	S. P. Wade	
3	J. Whited	
4	E. S. Mead	
5	Hyde & Ferrell	
6	M. S. Alexander	
7	W. A. Warren	
8	Johnson & Hanna	
9	N. Huddlestun	
6840	J. Stone	
1	W. Myers	
2	W. Hicks	
3	Moore & Ringer	
4	R. H. Moore	
5	Madison Ritchey	
6	J. R. Cox	
7	Martindale & Hudson	
8	W. W. Cook	
9	A. J. Bobbitt	
6850	Harvey & Munson	
1	J. C. Holladay	
2	M. J. Whitworth	
3	Y. Williams	
4	Steel & Baskin	
5	T. N. Martin	
6	J. Grubee	
7	B. Humphreys	

Dr. FIRST QUARTER 1855.

To warrants paid, viz:

No.		
6838	Shepard & Knapen	$149 88
9	J. Adams	262 78
6860	O. Bebee	75 00
1	L. Watson	91 88
2	Chubb Brothers	251 46
3	J. T. Sims	112 00
4	J. F. Palmer	309 97
5	J. McKeon	50 00
6	J. Decon	57 50
7	T. D. Budd	25 00
8	J. R. Lemon	85 75
9	B. Adair	246 67
6870	E. J. Davis	312 50
1	E. McDowell	69 98
2	T. R. Thurman	63 52
3	A. G. Compton	797 67
4	J. Goss	76 75
5	T. J Waters	875 00
6	J. F. Pack	78 48
7	J. T. Miller	10,158 13
8	M. Vaughn	297 17
9	Truitt & Truitt	831 25
6880	W. H. Hildebrand	150 00
1	J. McCadden	188 85
2	V. Ripley	412 91
3	A. E. Shannon	58 01
4	L. Umberger	120 42
5	O. Hendrick	111 07
6	G. Peercy	52 12
7	Farish & Summerson	428 49
8	J. Vannatter	48 69
9	J. Canterbury	76 18
6890	J. Harper	61 54
1	R. H. McCleave	160 68
2	J. Sturgill	24 64
3	J. Mast	20 88
4	T. M. Hilton	85 84
5	J. T. Miller	1,688 08
6	O. McFarland	89 58
7	J. K. Abel	50 75
8	J. Day	54 84
9	A. W. Howard	84 95
6900	W. C. Allen	108 88
1	Truit & Truit	477 19
2	J. F. Jernigan	105 80
3	F. D. Bodenhamer	106 75
4	S. N. Newman	109 68
5	R. A. Burney	582 42
6	W. M. Beall	44 24
7	J. B. Numer	201 64
8	S. Debord	80 89
9	Wade & Jones	40 00
6910	R. Weeks	59 12
1	J. Adams	1,750 00
2	T. McLaughlin	98 48
3	W. Irby	281 99
4	M. Boyle	37 50
5	Johnson & Brown	825 40
6	W. P. Neale	481 79
7	M. Bateman	56 51
8	Duncan & Cunningham	
9	D. Milton	107 88
6920	C. Gould	6,046 48
1	Carter & Haines	128 46
2	J. W. Sumner	68 75
3	C. Kerr	290 59
4	B. Pankey	65 98
5	J. B. Chidester	45 19
6	G. C. Bradley	87 05
7	S. Pyott	56 25
8	A. S. Williams	127 29
9	H. W. Dunn	46 78
6930	Lightfoot & Wilkins	
1	W. Longmire	28 23
2	Pickle & Reavis	23 94
3	R. K. Flowers	181 82
4	A. M. Jopling	52 09
5	C. Acklin	99 44
6	J. H. Gibbs	118 73
7	H. J. Campbell	526 00
8	W. L. Clark	458 89
9	L. R. Justice	58 00
6940	C. Brady	83 00

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
6941	W. T. Rice	1
2	R. T. Carter	
3	D. J. Hurd	
4	J. Hall	8,
5	J. R. Jefferson	1,
6	....do	1,
7	N. M. Iardella	
8	W. E. Hooper	1,
9	J. W. Portis	
6950	S. S. Gafford	
1	R. Graves	
2	P. Flagg	
3	Easby & Robbins	
4	J. Sherrill	
5	J. W. Ashcraft	
6	J. Burnum	
7	C. M. Pearson	
8	A. Haygood	
9	Griffin & Mott	
6960	D. M. Martin	
1	J. Carter	
2	W. Hicks	
3	W. B. Starke	
4	T. Grisham	
5	J. T. Brockman	
6	Sesler, Tagg, Barnes & Pride	
7	Taylor, Bridges & Jacksons	
8	Hall & Edwards	
9	C. McLemore	
6970	J. S. Carnes	
1	Sampson Clayton	
2	S. Mead	
3	J. Weaver	
4	J. H. Thomasson	
5	J. Sanders	
6	Harrington & Barnes	
7	Perryman & Smith	
8	J. Conner	
9	J. P. Conden	
6980	W. Hodges	
1	D. Lookingbill	
2	Smith & Rutherford	
3	S. Cruse	2,
4	W. M. Lee	
5	H. M. Round	
6	R. H. Johnson	
7	B. J. West	
8	N. Woodward	
9	J. L. Beckham	
6990	W. M. Booker	
1	W. P. Sweeny	
2	J. C. Bradford	
3	J. C. Johnson	
4	T. J. Eckles	
5	J. T. Nanny	
6	J. L. Plumer	
7	E. Mathew	
8	J. A. Chapman	
9	S. M. Chapman	
7000	Bradley & Folliott	
1	Boyle & Lomax	
2	P. Silloway	
3	H. Johnson	
4	H. J. Sanders	
5	W. Cook	
6	G. C. Lester	
7	C. Musgrove	
8	N. Gowin	
9	M. T. Davis	
7010	J. Stark	
1	J. B Roper	
2	J. Young	
3	M. C., J. R., & J. W. Hawkins	
4	L. M. Eckert	
5	W. Rice	
6	W. McCormick	
7	A. Monk	
8	L. H. Ferguson	
9	C. E. R. Winthrop	
7020	W. McRaven	
1	A. S. Fry	
2	J. Lackey	
3	T. Boswell	

Dr. FIRST QUARTER 1855.

No.	To warrants paid, viz:	
7084	F. H. Lewis	$206 27
5	A. Hinton	59 41
6	J. H. Finch	317 84
7	J. M. Dunlap	185 98
8	L. Ellis	59 50
9	P. Seaton	117 90
7030	A. Hood	70 84
1	Peters & Crawford	152 11
2	J. Prothero	113 02
3	B. F. Ellis	138 07
4	Duff Green Reed	262 82
5	W. P. Blakey	66 00
6	J. H. Low	83 00
7	S. Van Sickle	83 00
8	A. W. Griswold	83 00
9	J. E. Smith	56 11
7040	G. W. Smith	56 11
1	W. P. Pepper	75 00
2	J. G. W. Mills	83 00
3	J. E. Eaton	385 22
4	W. Wilkison	300 08
5	D. Abby	90 00
6	A. Morlan	68 48
7	L. Patterson	146 82
8	A. D. Hay	595 44
9	S. Rosebrough	110 49
7050	W. Barrick	90 99
1	J. C. Rogers	250 00
2	W. S. Spencer	85 01
3	C. W. Roby	76 85
4	Dilworth & Bunn	41 70
5	R. E. Glover	101 17
6	S. F. Nichols	582 19
7	M. O. Walker	3,658 74
8	P. Beauchamp	570 01
9	Emison & Green	344 46
7060	R. Richardson	146 64
1	J. E. Martin	557 15
2	Woods & Mason	228 62
3	J. Sesler	123 14
4	A. Hawkins	107 05
5	K. John	115 66
6	J. W. Thomas	178 24
7	P. Stephenson	89 44
8	A. Bacon	94 26
9	M. Glynn	171 81
7070	P. L. Runyan	175 07
1	William M. Murphy	180 44
2	T. P. Shallcross	195 31
3	T. Martindale	111 75
4	J. R. Jefferson	175 44
5	.....do	1,000 00
6	.....do	1,000 00
7	.....do	624 07
8	J. N. Stephenson	68 62
9	J. Evans	175 45
7080	J. M. Lee	78 17
1	G. W. Stewart	218 04
2	J. Hedges	78 39
3	M. McElroy	91 69
4	W. T. & T. Wallace	165 22
5	Griffith & Rubel	408 68
6	W. Braxton	116 11
7	R. Johnson	318 66
8	M. S. Green	66 75
9	B. Fawcett	10 77
7090	A. R. & J. Wilt	77 78
1	S. J. Howell	608 45
2	J. T. Keet	54 55
3	T. N. McClain	218 86
4	D. Chandler	48 49
5	A. J. Wolf	47 61
6	D. K. Tutt	178 56
7	O. Smith	321 75
8	J. Wood	89 72
9	G. Wells	46 00
7100	O. Basham	200 00
1	W. B. Dyer	105 18
2	A. Cannon	26 73
3	E. E. Knox	170 81
4	A. Earp	28 85
5	A. Powell	28 68
6	McDonald & Smith	87 42

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
7107	D. P. & N. R. F. Collins	$72 97
8	J. S. Paxton	187 27
9	T. D. Bridges	55 57
7110	T. J. Robinson	61 75
1	C. Briggle	50 35
2	H. Boyle	200 00
3	N. Smith	97 40
4	J. Shores	109 45
5	R. N. & M. J. Lee	68 31
6	G. W. Finch	767 07
7	Worley & Thompson	165 21
8	R. G. Day	161 37
9	E. T. Essex	194 06
7120	G. H. Marsh	253 04
1	D. Hone	57 98
2	W. J. Vaughn	260 81
3	E. Decker	222 37
4	E. Morrow	393 52
5	C. T. Wilkinson	281 24
6	A. K. Ellett	201 03
7	W. B. Stout	
8	C. T. Hull	83 00
9	T. W. Howard	66 00
7130	H. M. Bowden	83 00
1	J. Easton	82 56
2	C. Reed	64 91
3	J. Schaner	70 04
4	A. Stamps	234 35
5	Mardue & Mayerhoff	148 04
6	B. Fugate	331 04
7	W. J. Deford	591 93
8	William M. Davis	200 00
9	W. Wigginton	127 91
7140	P. McGowan	66 00
1	J. T. James	66 00
2	H. J. Hendler	66 00
3	E. Simpson & Co	1,413 04
4	J. F. Langdon	66 00
5	M. S. Leonard	75 00
6	K. Porter	8,421 79
7	J. Abear	127 76
8	F. B. Kelsey	106 15
9	J. W. Caldwell	862 50
7150	E. C. Fullar	93 66
1	J. Dyas	71 90
2	J. Markham	43 25
3	L. F. West	37 64
4	G. S. Jewett	37 93
5	J. H. Marsh	157 99
6	W. S. Holdridge	46 25
7	J. G. Clark	39 00
8	W. G. Pattison	384 27
9	R. J. Edmonds	91 47
7160	G. V. C. Johnson	270 03
1	J. Davidson	159 06
2	Monson & Clarke	100 00
3	A. J. Muns	175 02
4	A. O. P. Nicholson	996 55
5	B. Blount	61 38
6	J. W. Simpson	327 04
7	W. Campbell	50 00
8	H. M. Tomlinson	81 25
9	M. J. Whitworth	134 80
7170	W. W. DuBose	162 50
1	M. A. Brayton	500 00
2	J. Moores	215 00
3	J. Nicholls	445 00
4	N. G. Durham	100 00
4	W. J. Crans	190 44
6	J. D. Adams	118 99
7	Wright, Betts & Co	190 00
8	Jacob Hall	2,497 50
9	G. B. Ely	6,390 31
7180	J. Dickerson	91 77
1	S. Pierce	160 60
2	S. Henshaw	3,602 18
3	William Brown	184 71
4	J. M. Green	370 31
5	J. Mirise	84 86
6	H. Wolgamot	70 28
7	P. Roach	168 20
8	J. M. Layton	272 43
9	E. McGuire	292 21

Dr. FIRST QUARTER 1855.

No.	To warrants paid, viz:	
7190	Parrish & Marquis	$164 00
1	T. H. Burt	245 41
2	Repine & Leetch	450 08
3	M. Z. Kreider	174 88
4	H. B. Payne	
5	W. Sanderson	898 19
6	S. E. Wright	3,588 75
7	J. A. Hawkes	754 08
8	S. Stough	549 14
9	G. Manville	178 41
7200	J. Durley	60 44
1	W. C. Armstrong	192 38
2	J. F. Chapman	126 18
3	Liscum & Archer	70 29
4	W. Pollock	98 79
5	J. Banks	194 22
6	P. Lloyd	96 75
7	P. Barrett, jr.	158 58
8	D. M. West	264 05
9	A. French	284 91
7210	E. J. Handy	4,584 48
1	F. S. Bond	1,185 20
2	W. H. Stanley	2,798 90
3	W. S. Kendrick	1,285 72
4	M. Priest	120 75
5	H. T. Hoyt	281 68
6	E. W. McGuire	488 19
7	A. M. Marshall	822 50
8	D. J. Fallis	462 50
9	R. Walkeep	492 75
7220	J. M. Moore	186 88
1	Knox & McDaniel	187 48
2	A. K. Smallwood	55 56
3	P. H. Allabach	75 00
4	H. Allen	50 00
5	R. S. Bartlett	75 00
6	O. H. Motts	75 00
7	W. T. Beall	88 00
8	W. H. Dyson	88 00
9	N. Colby	58 00
7230	S. Drake	66 00
1	W. S. Kittle	66 00
2	O. K. Grant	58 00
3	G. Quinby	1,454 55
4	J. F. Coyle	1,118 50
5	P. Hanger	6,046 19
6	.....do	745 92
7	.....do	2,190 22
8	A. Boyd	154 04
9	D. H. Connell	118 29
7240	J. Haworth	96 99
1	J. Palmer	125 51
2	Cook & Bandor	111 66
3	J. D. Watkins	107 37
4	J. Reamer	47 02
5	G. Lyman	4,768 01
6	J. N. Eastham	1,706 81
7	R. Price	54 67
8	S. J. Cape	78 74
9	P. Bremer	105 69
7250	Stearman & Chipman	218 40
1	N. Wilson	89 80
2	S. Doyle & Co	540 15
3	S. H. Woodson	650 00
4	.....do	7,475 00
5		
6	J. Hall	4,068 91
7	R. H. McCleave	107 79
8	O. Hunt	96 34
9	A. Hoffman	29,415 39
7260	J. H. Ward	185 87
1	J. M. Palmer	101 69
2	J. & W. Boyle	235 64
3	A. G. Franklin	216 52
4	P. Rogers	489 68
5	A. W. Simmons	15 67
6	C. Chisum	24 68
7	T. H. Sharpe	2,075 00
8	J. Macombs	56 30
9	H. S. Mayo	600 00
7270	H. Gebhart	1,175 00
1	J. Tuey	89 64
2	U. T. Howe	5,177 60

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
7278	M. C. Mordecai	$10,417 00
4	J. R. Wright	158 78
5	G. W. Kimbaugh	121 45
6	D. Crockett	
7	O. Seward	177 2
8	H. Gregg	40 7
9	J. Holbrook	196 9
7280	Wm. Mason & Co	833 [illegible]
1	M. Livingston	62,500 00
2	C. H. Sand	66,666 67
3	A. Hoffman	32,765 26
4	Wm. Mason & Co	850 00
5	E. Schriver	399 44
6	C. H. Shield	850 97
7	E. Fontaine	2,735 57
8	R. O. Haskins	680 05
9	C. Swain	896 32
7290	N. Lister	610 34
1	Harris & Morgan	3,625 97
2	W. P. Barnes	88 39
3	L. M. Clark	93 51
4	J. Tobler	271 14
5	T. Bishop	586 90
6	A. B. McCarty	200 82
7	Carter, Thomas & Hough	818 96
8	E. S. Hockersmith	799 70
9	Eudora Brewer	26 33
7300	A. M. Goodwin	577 58
1	Davis & Moore	5,064 19
2	J. H West	939 20
3	E. M. Owen	701 84
4	C. T. Pollard	5,894 98
5	J. D. Myers	70 92
6	A. Hoffman	500 00
7	J. Hall	5,000 00
8	do	2,967 82
9	W. T. Blackwell	58 00
7310	F. Earnest	58 00
1	J. S. Nicholas	75 00
2	E. P. Ream	100 00
3	P. Van Deurson	1,018 01
4	R. J. Laurenson	66 00
5	S. H. Rogers	50 00
6	E. Green	486 57
7	Wallach & Hope	841 87
8	S. D. Watkins	1,019 10
9	W. P. Grier	88 00
7320	M. H. Gladden	58 00
1	F. S. Hunt	66 00
2	C. Hibberts	66 00
3	F. J. Martin	88 00
4	J. R. N. Tenhett	77 77
5	J. U. Wright	88 00
6	T. W. Morgan	88 00
7	T. A. Barker	66 00
8	E. Boyden	66 00
9	J. M. Hall	66 00
7330	S. E. Adams	66 00
1	J. F. Chase	66 00
2	J. H. Harmon	66 00
3	C. S. King	66 00
4	J. Philbrick	66 00
5	A. Todd	58 00
6	G. Jones	50 00
7	W. West	66 00
8	M. B. McConihe	66 00
9	J. Poyas, jr	88 00
7340	O. H. Wells	58 00
1	R. G. Foster	88 32
2	Davis & Moore	2,000 00
3	Stuckey & Rogers	418 42
4	W. George	85 84
5	E. & W. H. Carruth	258 09
6	Webb & Kunkel	109 87
7	J. Shores	850 00
8	R. E. Earl	588 04
9	W. Boyd	44 21
7350	Eliza Harlow	64 21
1	P. M. Carmichael	162 07
2	J. Stephens	122 00
3	W. Evans	221 44
4	J. G. Barclift	
5	J. White	276 98

Dr. FIRST QUARTER 1855.

No.	To warrants paid, viz:	
7856	L. D. Bryant	$86 25
7	E. M. Webber	58 00
8	W. C. Moore	83 00
9	A. N. Wheeler	75 00
7860	A. F. W. Long	
1	J. W. Perrington	70 18
2	J. Carlile	65 19
3	M. Griggs	98 87
4	F. A. Elkins	21 67
5	J. M. Cormach	81 99
6	B. Blakeney	28 08
7	J. H. Patterson	48 48
8	W. Oliver	
9	G. Schott	
7870	G. Williams	49 69
1	L. M. Jones	56 76
2	T. Mills	48 18
3	W. J. Wood	110 73
4	E. S. Haynes	143 45
5	Agee & Simmons	205 42
6	Wm. Gibson	
7	J. Harris	69 09
8	W. Gibson	
9	W. W. Jefferson	27 78
7880	W. W. Long	78 28
1	J. M. Patrick	87 64
2	J. J. Reed	109 52
3	R. H. McCleave	178 61
4	P. Flagg	658 90
5	G. W. & B. W. Goodall	229 19
6	Farrish & Harman	424 39
7	Bright & Hays	882 20
8	Farrish & Kent	511 50
9	D. Sheets	40 46
7890	E. Brewer	775 25
1	W. C. Stone	62 04
2	G. Whitman	198 04
3	Mills & Payton	105 92
4	W. Elder	781 58
5	W. Myers	129 25
6	G. A. Patillo	145 20
7	Reeves & Butridge	152 44
8	J. C. Miller	108 12
9	J. C. Atchison	81 68
7900	J. Ganny	135 82
1	W. P. Jackson	88 18
2	S. Richardson	59 25
3	Claycomb & Foot	124 15
4	W. J. Raney	145 72
5	A. G. Grier	83 00
6	G. W. H. Anderson	66 00
7	E. Holt	11 78
8	Z. Roberts	184 22
9	H. Box	38 18
7910	N. Dyer	84 45
1	J. Hartgraves	74 50
2	E. Walton	61 91
3	E. H. Whitledge	49 52
4	G. Wilsey	860 28
5	P. Phillips	500 00
6	Gans, Leberman & Co	287 50
7	Danforth, Wright & Co	486 88
8	W. H. Mead	5,541 66
9	M. Vosburgh	127 18
7920	Manning & Walker	1,000 00
1	W. H. Moores	197 77
2	T. Livingston	58 21
3	W. M. Lock	171 78
4	J. P. Robinson	28 78
5	Simon Overturf	31 50
6	J. W. McFarland	80 00
7	T. J. Waters	75 00
8	J. Perkins	161 19
9	P. F. Partrick	579 23
7930	L. W. Nichols	752 80
1	C. Cobb	151 78
2	P. A. Smith	688 00
3	B. M. Wilson	145 00
4	L. Jarvis, jr	72 15
5	V. A. Montgomery	114 18
6	W. A. Bradfield	700 00
7	W. W. Matthews	117 01
8	N. Lister	252 25

Dr. TREASURER'S ACCOUNTS.

To warrants paid, viz:

No.		
7429	J. J. Sanders	$19 95
7440	E. W. Newnan	415 64
1	Wm. McConnell	68 09
2	E. B. Ward	445 00
3	E. & A. Turner	390 00
4	A. Burrell	572 18
5	D. Dalrymple	76 80
6	H. Hart	296 62
7	E. Bowers	19 09
8	E. Orme	83 00
9	J. C. Gainer	44 24
7450	J. H. Brown	25 00
1	N. Woodward	150 00
2	S. Andrews	5,000 00
3	Carter, Thomas & Herriford	524 42
4	J. C. Skinner	33 33
5	P. E. Frost	176 71
6	J. Herriford	630 48
7	J. C. Blocker	92 51
8	A. G. McLane	
9	A. A. Shindell	150 00
7460	R. C. Jackson	3,075 00
1	A. D. Johnston	71 57
2	R. N. Cheatum	32 09
3	Chubb Brothers	1,344 96
4	Cook & King	401 68
5	J. A. Soule	92 60
6	C. Dodge	84 91
7	J. D. Frierson	191 24
8	D. P. Blair	190 44
9	B. B. Pryor	337 51
7470	W. A. Purdom	63 60
1	Wm. A. Fox	62 18
2	J. C. Harrison	142 00
3	J. S. Gibson	528 85
4	B. David	246 15
5	J. G. Harriss	84 00
6	T. S. Fitch	58 00
7	J. A. Cotton	1,250 00
8	C. Mason	2 00
9	Hemenover & Moore	13 75
7480	P. Adams	87 25
1	J. Sanders	118 50
2	E. Martin	118 10
3	C. H. Sand	16,666 66
4	W. Colley	115 82
5	J. W. Colley	350 83
6	T. Hickman	22 06
7	E. Gilligan	108 00
8	T. Lawrence	52 15
9	J. H. Newland	18 41
7490	W. C. Evans	68 75
1	G. W. Blackwell	65 00
2	J. B. Fortune	142 88
3	E. M. Burgess	76 00
4	N. Langston	174 50
5	J. B. Fortune	700 00
6	Hardin, Bennett & Roberts	366 39
7	T. M. Horton	50 00
8	J. R. Dall	102 22
9	D. Bleckley	749 10
7500	S. Mayfield	85 39
1	J. H. Alley	130 90
2	S. White	
3	H. C. Holts	134 51
4	W. H. Hunt	190 00
5	L. B. Dunn	295 00
6	J. Hancock	275 88
7	Baker & Duncan	81 66
8	S. Hayden	176 01
9	Wm. Mason	1,520 00
7510	B. F. Wells	50 00
1	Barney Lane	500 04
2	D. G. Livingston	49 73
3	R. Cunningham	57 48
4	G. Chorpenning, jr	3,125 00
5	E. Carter	25 90
6	F. G. Morrison	999 30
7	W. W. Dubose	240 50
8	W. A. Wheeler	73 60
9	J. M. Catlin	1,860 38
520	R. M. Henning	250 00
1	M. C. Mordecai	12,500 00

DR. FIRST QUARTER, 1855.

No.		
	To warrants paid, viz:	
7322	Gatewood & Smith	$267 14
3	J. Zaulauf	792 86
4	Gans, Leberman & Co	276 15
5	T. P. Shallcross	199 78
6	A. Williams	77 04
7	L. Kittrell	11 25
8	C. Smith	710 55
9	T. W. Dunnica	500 00
7380	T. Wolverton	2,383 00
1	G. & P. Munson	270 00
2	D. A. Stockton	580 00
7383	A. H. Sanders	62 15
	To warrants paid, due in former quarters, viz:	
2789	W. C. Walker	55 95
4514	L. M. Jones	37 61
5016	Wm. Muns	76 20
5044	J. M. Eddy	385 44
5695	Carter & Haine	122 70
5749	W. M. Beall	41 05
		1,254,165 87
		706,652 54
		1,960,818 41

DR. TREASURER'S ACCOUNTS.

No.	Deposited by the postmasters.	
848	Assistant Treasurer United States, Boston, Massachusetts	$74
9	... .do.....do..... New York	1,087
850	..... do.....do..... Philadelphia, Pennsylvania	222
1	Treasurer United States, Washington, D. C	18
2	Assistant Treasurer United States, Charleston, South Carolina	58
3	.....do..... .....do..... New Orleans, Louisiana	131
4	.....do.....do ..... St. Louis, Missouri	46
	Amount covered by warrants	1,579
	Adjusted balance of last quarter	381
		1,960

No. 1.—*Outstanding warrants in different depositories in sundry quarters.*

Assistant Treasurer United States, Boston, Mass		$68
Do	.....do..... New York	9
Do	.....do..... Philadelphia, Pa	1
Do	....do..... Charleston, S. C	
Do	.....do..... St. Louis, Mo	
Do	.....do..... San Francisco, Cal	1
Do	.....do..... New Orleans, La	4
		17

No. 2.—*Reported to the credit of the Treasurer of the United States, in the different depo of the Post Office Department, on March* 31, 1855.

Assistant Treasurer United States, Boston, Mass		$61
Do	...do..... New York	314
Do	....do..... Philadelphia, Pa	120
Treasurer United States	Washington, D. C	11
Assistant Treasurer United States, Charleston, S. C		20
Do	....do..... New Orleans, La	41
Do	....do..... St. Louis, Mo	4
Do	.....do..... San Francisco, Cal	7
		68

EXPLANATORY STATEMENT.

Adjusted balance to the debit of the Treasurer United States, March 31, 1855	$70
Deduct amount of sundry warrants directed to depositories for payment, (as per statement No. 1,) not charged in the foregoing account, which has not been returned to the Treasurer, but for which they have received conditional credit	1
Actual balance for the service of the Post Office Department on the 31st March, 1855, in the different depositories, (as per statement No. 2)	68
Warrant and counter warrant for receipts	$1,51
And disbursements by the Postmaster General, 1st quarter 1855	1,51

SAM. CASEY, *Treasurer United*

OFFICE TREASURER UNITED STATES, *January* 25, 1856.

AUDITOR'S OFFICE, POST OFFICE DEPARTMENT, *February* 29,

I certify that the aforegoing account of the Treasurer of the United States, for his receipts and expe for the service of the Post Office Department, for the quarter ended March 31, 1855, has been exar this office and found correct.

WILLIAM F. PHILLIPS, *A*

The Post Office Department in account with the Treasurer of the United States, on account of receipts and disbursements for the quarter ending June 30, 1855.

No.	To warrants paid, viz:	
7344	J. H. Sullivan	$6,893 75
5	J. S. Ball	84 00
6	C. Brady	84 00
7	C. J. Wright	84 00
8	S. Vansickle	84 00
9	W. T. Rice	84 00
7340	J. H Low	84 00
1	A. W. Griswold	84 00
2	L. R. Justice	59 00
3	J. C. Johnson	84 00
4	R. T. Carter	84 00
5	N. T. Howe	21,181 50
6	J. F. Brown	212 54
7	J. Holbrook	210 28
8	Carter & Thomas	650 35
9	W. A. Wheeler & Co	1,481 20
7350	W. C. Allen	125 12
1	J. E. Martin	602 61
2	D. Searle & Co	1,000 00
3	do	8,695 66
4	J. J. Atkinson	10,000 00
5	do	14,321 87
6	A. Horner	9,875 00
7	S. B. Heard	70 00
8	Woods & Rutherford	448 87
9	Vaughan & Hyatt	892 80
7360	F. J. Mixon	275 10
1	C. H. Frost	97 06
2	J. P. Wilhelms	187 00
3	W. A. Wheeler & Co	89 80
4	Duncan & Leer	656 16
5	F. M. Campbell	498 78
6	R. Parmalee	146 25
7	D. B. Hibbard	785 00
8	W. P. Blakey	68 00
9	T. W. Howard	68 00
7370	C. T. Hall	84 00
1	P. A. Allaback	75 00
2	Wm. M. Lee	496 08
3	W. P. Grier	84 00
4	J. R. N. Tenhett	89 28
5	J. N. Wright	84 00
6	M. S. Leonard	75 00
7	W. Wilkins	1,173 19
8	Hoe, Brothers & Co	5,000 00
9	Suter, Lea & Co	1,025 50
7380	J. S. Nicholas	75 00
1	W. W. Price	84 00
2	E. L. Sherwood	84 00
3	J. E. Thomson	2,085 00
4	A. Hughes	582 25
5	Tappan, Carpenter & Co	8,618 00
6	J. P. Kennedy	1,350 00
7	E. C. Lucas	6,000 00
8	A. O. P. Nicholson	26 75
9	W. H. Marbury	217 79
7390	G. Jones	50 00
1	G. W. Smith	60 28
2	J. T. James	68 00
3	H. J. Hendler	68 00
4	J. E. Smith	60 28
5	S. H. Rogers	50 00
6	H. Allen	50 00
7	G. Whitman	254 96
8	T. F. Oliver	98 78
9	F. J. Martin	84 00
7400	M. Clarke	100 00
1	F. Earnest	59 00
2	W. T. Blackwell	59 00
3	J. G. W. Mills	84 00
4	F. S. Hunt	68 00
5	G. W. H. Anderson	68 00
6	Douglass, Ripley & Ward	566 85
7	do	638 78
8	C. R. Jones	108 87
9	A. Wheeler	25 23
7410	J. P. Kennedy	3,112 50

DR. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
7611	J. S. Warner	$1,500 00
2	Hallock, Butler & Hale	58 75
3	W. J. Crans	199 78
4	J. W. Nickerson	75 23
5	J. S. Eldridge	3,894 48
6	J. Garber	21 90
7	W. T. Beale	84 00
8	J. Poyas, jr	84 00
9	M. H. Gladden	59 00
7620	R. Wood & Co.	384 54
1	M. Milton	87 10
2	M. Livingston	12,500 00
3	J. Lyons	48 76
4	T. W. Morgan	84 00
5	W. C. Moore	84 00
6	C. Hibberts	68 00
7	W. H. Dyson	84 00
8	R. W. Durkan	147 78
9	W. T. Stockton	362 50
7630	E. Robinson	9,463 12
1	S. North	101 15
2	W. M. Murphey	208 28
3	V. D. Parris	583 50
4	W. H. Thomas	500 00
5	J. Adams	5,447 50
6	J. T. Crowell	2,006 67
7	A. B. Herrard	15 00
8	M. N. Falls	7,888 71
9	W. Collins	1,577 28
7640	Kimball & Moore	817 00
1	....do.	252 00
2	....do.	2,500 00
3	....do.	662 00
4	Chubb Brothers	87 00
5	J. T. Crowell	1,668 47
6	Chubb Brothers	500 00
7	A. G. Grier	84 00
8	T. S. Fitch	59 00
9	Trefethen & Metson	704 89
7650	E. Murtum	24,700 00
1	Howard & Davis	421 00
2	Adams & Co	775 00
3	C. McLaughlin	2,825 94
4	H. L. Robards	888 65
5	A. Eldred	3,150 00
6	H. Hart	201 62
7	J. H. Harmon	68 00
8	O. K. Grant	59 00
9	J. R. Philbrick	68 00
7660	G. W. Branch	68 00
1	W. West	68 00
2	J. Williams	9,171 40
3	M. B. McConihe	68 00
4	J. M. Hall	68 00
5	E. Boyden	68 00
6	C. King	68 00
7	W. S. Kittle	68 00
8	E. M. Webber	59 00
9	T. A. Barker	68 00
7670	S. E. Adams	68 00
1	J. F. Chase	68 00
2	N. Colby	59 00
3	S. Drake	68 00
4	R. J. Lawrenson	68 00
5	William E. Hooper	1,288 50
6	M. C. Mordecai	12,500 00
7	Acheson & Beall	1,285 27
8	H. Martin	5,181 25
9	T. H. Sharpe	2,075 00
7680	A. Seiner	100 00
1	G. W. Cole	211 76
2	J. C. Spencer	1,000 00
3	H. S. Mayo	800 00
4	W. Robinson, jr	5,700 00
5	H. Gebhart	1,175 00
6	C. Morgan	5,718 75
7	J. R. Powers	114 72
8	Jewett, Thomas & Co	5,000 00
9	Holden & Wilson	672 75
7691	C. C. & M. Puckett	70 00
1	J. E. Thomson	15,818 75
2	L. W. Spratt & Co	50 00
3	....do	418 10

Dr. SECOND QUARTER 1855.

No.	To warrants paid, viz:	
7704	J. D. Frierson	$199 79
5	B. Martin	208 54
6	W. R. Young	.....
7	J. H. Newbern	65 00
8	.....do	42 66
9	J. J. Gallaher	226 88
7700	C. H. Sand	16,666 66
1	J. T. Cowell	5,955 78
2	J. Severns & Co	48 75
3	P. J. Punch	549 75
4	J. Gardner	854 25
5	J. B. Chappell	50 00
6	A. Emerson	3,200 00
7	J. V. L. Pruyn	2,050 00
8	J. F. Marsh	284 01
9	T. J. Waters	22,782 68
7710	J. R. Thomson	5,060 25
1	J. S. Green	2,450 00
2	J. G. Stephens	625 00
3	H. J. Southmayd	2,459 50
4	G. M. Milligan	1,434 00
5	R. E. Lockwood	1,750 00
6	J. Raulerson	34 77
7	W. K. Robinson	64 86
8	A. M. Wood	182 78
9	T. J. Welborn	329 41
7720	R. Willoughby	87 27
1	A. Stamps	87 50
2	J. A. Tully	100 00
3	T. H. Allyn	59 00
4	.....do	175 00
5	J. H. Holton	117 00
6	R. Orme	84 00
7	S. E. Philips	50 52
8	W. C. Austin	.....
9	B. Nelson	60 00
7730	Hilton & Butler	557 80
1	J. M. Catlin	687 50
2	P. V. Daniel, jr	1,881 49
3	Powell & Metcalf	14,889 57
4	W. B. Hudson	842 67
5	W. Wilkins	888 99
6	Hopkins & Harlan	230 75
7	H. J. Campbell	562 00
8	Harrington & Barnes	271 31
9	J. Shiflett	112 26
7740	E. Barksdale	28 00
1	M. Lawrence	150 00
2	J. Barnes	200 00
3	N. Marsfield	64 00
4	A. Tinnin	150 00
5	J. M. Eldridge	358 84
6	J. L. Hickman	171 76
7	J. Booty	192 00
8	G. F. Nesbitt	10,572 85
9	E. C. Bruce	828 25
7750	M. Estes	22 50
1	R. M. Stell	275 00
2	J. F. Palmer	558 00
3	Chubb Brothers	584 00
4	O. Kingsley	85 00
5	C. M. Clark	100 00
6	P. Bethed	377 00
7	P. Agee	1,884 00
8	P. Bertus	90 00
9	P. Banks	72 58
7760	V. Little	230 75
1	F. A. Dentzel	467 50
2	J. Wood, jr	250 00
3	T. S. Stewart	234 00
4	Wartmann & Stevens	211 25
5	T. P. Handy	8,765 83
6	V. Ripley	158 00
7	.....do	404 80
8	F. Peck	325 00
9	J. J. Wyly	2,181 25
7770	J. R. Powell	240 62
1	.....do	2,900 00
2	William Wilkins	190 71
3	S. Howe	2,375 00
4	J. M. Smith, jr	1,891 00
5	J. P. Southern	2,679 69
6	J. G. Henderson	198 21

DR. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
7777	W. S. Barclift & Co.	$230 75
8	M. Bourke	80 00
9	W. Kay	344 50
7780	S. Fairbanks	2,446 87
1	J. L. Clubb	516 75
2	A. H. Gilman	1,756 15
3	J. W. Emery	454 99
4	M. Clark	1,268 51
5	Fox & Polhemus	1,586 84
6	Crowell, Jewett, Thomas & Co	1,904 00
7	J. F. Rogers	201 50
8	J. R. Powell	285 65
9	S. Hanna	3,458 12
7790	Crowell, Jewett, Thomas & Co	6,270 04
1	William Bement	4,875 00
2	C. Gould	6,118 00
3	H. Fannon	14,825 00
4	S. Howe	7,886 62
5	A. H. Rood	956 25
6	J. E. Martin	10,598 75
7	do	2,062 50
8	W. S. Hubbard	1,692 18
9	C. Wood	1,825 00
7800	Brimmer & Reamy	250 74
1	R. M. Brimmer	466 50
2		
3	Riggs & Co	5,414 59
4	J. N. Eastham	2,655 01
5	W. P. Cooper	230 75
6	H. Davis	117 00
7	J. H. Reid	2,098 40
8	Paxton & Irving	292 50
9	A. Noble	24 00
7810	Cannon & Collins	806 75
1	C. A. Hawkins	874 43
2	Bland & Dunn	1,158 96
3	Sherlock & Sherley	1,047 09
4	Wakeman, Dimon & Co	522 95
5	M. M. Benton	1,855 11
6	Summerson & Kent	855 76
7	S. Benjamin	1,128 50
8	A. Marzoni	201 50
9	J. A. Redfield	1,071 50
7820	T. J. Waters	203 50
1	G. Palmer	8,400 00
2	W. C. Templeton	8,610 00
3	S. C. F. Thorndike	1,000 00
4	D. Lee	1,082 22
5	A. J. O'Bannon	188 50
6	J. G. Hoyt	1,871 25
7	W. B. Draper	1,898 25
8	J. T. Davenport	8,100 00
9	F. Bartold	517 25
7830	J. W. Woody & Co	188 50
1	W. T. Stockton	807 86
2	J. McLean	1,959 55
3	P. A. Stockton	623 87
4	F. J. Alfred	230 75
5	J. F. Speed	705 87
6	Douglass, Ripley & Ward	598 11
7	P. Flagg	610 58
8	Farrish & Kent	372 05
9	Farrish & Summerson	184 84
7840	do	187 08
1	Farrish & Harmon	101 50
2	R. C. Kinney	18 40
3	J. Radebaugh	3,860 56
4	R. R. Cuyler	6,561 25
5	M. Livingston	12,500 00
6	Ritchie, Pryor & Dunnavent	1,000 00
7	do	289 50
8	Ashley, Shall, Danley & Hanger	4,228 00
9	Douglass, Ripley & Ward	447 81
7850	S. N. Lester	61 15
1	F. Haskins	4,574 46
2	Smith & Black	2,256 92
3	W. S. Ashe	10,448 42
4	H. M. Black	322 76
5	J. F. Brown	191 87
6	C. W. Potter	50 00
6½	P. Flagg	482 18
7	Dyke & Williams	201 50
8	J. T. Miller	5,289 29

Dr. SECOND QUARTER 1855.

No.	To warrants paid, viz:	
7859	R. Smith	$4,500 00
7860	J. E. Gregg	788 28
1	C. H. Hull	88 00
2	G. A. Cuyler	8,717 09
3	Myers & Horsey	546 00
4	Walker & Cane	149 50
5	E. T. Clemmons	450 00
6	G. Chorpenning	3,125 00
7	J. S. & E. A. Abbott	1,090 50
8	J. T. Gibson	2,519 88
9	C. A. Hawkins	554 25
7870	S. Tree	65 98
1	C. Brady	88 00
2	N. M. Iardella	88 00
3	J. C. Johnson	88 00
4	J. T. Miller	1,581 66
5	W. T. Rice	88 00
6	S. Van Sickle	88 00
7	J. H. Low	88 00
8		88 00
9	A. W. Griswold	58 00
7880	L. R. Justice	188 66
1	T. Rutherford	24 67
2	W. L. White	829 60
3	Hughes & Whitehurst	89 58
4	Harris & Lester	48 75
5	J. E. Brashers	54 68
6	D. Cooley	155 16
7	B. Gardner	970 54
8	C. H. Blakey	68 61
9	J. Dawson	106 75
7890	Eskridge & Beard	905 98
1	N. Johnson	28 94
2	J. L. Chilton	122 91
3	Myers & Ficklin	88 96
4	J. B. Knight	625 00
5	D. Griffin	472 09
6	F. Campbell	141 64
7	J. B. Amos	47 16
8	W. A. Mayfield	1,094 78
9	Johnson & Hanna	88 68
7900	Carson & Young	264 56
1	H. C. Reid	56 98
2	R. B. Johnson	71 14
3	Carter & McCauley	48 75
4	W. E. Hooper	2,086 45
5	W. Mason & Co	850 00
6	W. P. Pepper	75 00
7	H. Allen	50 00
8	M. S. Leonard	75 00
9	S. H. Rogers	50 00
7910	Hickman & Agee	100 00
1	J. W. Mills	28 50
2	H. Barnes	118 61
3	Platt & Rogers	16 07
4	P. L. Bennett	68 78
5	J. Reamer	84 71
6	W. S. S. Russell	1,149 40
7	S. R. Church	
8	C. H. Hunt	49 17
9	B. Hanan	18 05
7920	D. Dayton	4 08
1	T. B. Fitch	857 25
2	G. W. Palmer	87 50
3	G. C. Van Dewater	18 40
4	S. Brown	20 94
5	R. W. Smith, jr	105 71
6	W. J. Crans	181 87
7	J. Holbrook	208 62
8	B. F. Harlon	191 75
9	Fulton & Price	867 25
7930	J. M. Sammes	21 52
1	R. Gilleo	88 35
2	E. Fowler	84 49
3	M. Webster	14 74
4	E. V. Homan	65 04
5	A. Yerkes	19 86
6	Terry & Wells	14 64
7	J. Corwin	18 89
8	O. A. Barton	981 25
9	P. W. Clark	806 11
7940	Hents, Curtes & Curtes	22 75
1	N. Henson, jr	29 41

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
7942	P. H. Allabach	
3	J. S. Nicholas	
4	R. J. Laurenson	
5	J. G. W. Mills	
6	J. U. Wright	
7	G. W. Branch	
8	S. Drake	
9	G. Jones	
7950	W. S. Kittle	
1	J. R. Philbrick	
2	M. McKinnon	
3	McKinnon & McNeill	
4	M. Clarke	
5	D. M. Compton	
6	D. G. MacRae	
7	H. Edgerton	
8	J. S. & E. A. Abbot	
9	R. H. Johnson	
7960	J. N. Eastham	1
1	.....do	1
2	C. Hibberts	
3	W. W. Price	
4	O. K. Grant	
5	J. H Harmon	
6	C. S. King	
7	E. M. Webber	
8	T. P. Chesman	
9	F. Earnest	
7970	G. W. Smith	
1	J. E. Smith	
2	M. McLean	
3	R. J. Leester	
4	W. E. Russell	
5	W. J. Roberts	
6	N. M. Harlan	
7	T. Roberts	
8	J. V. P. Gardner	
9	D. B. Case	
7980	H. W. Post	
1	J. H. Gould	
2	E. J. Searle	
3	J. D. Watkins	
4	E. Hall	
5	S. W. Jackson	
6	J. Knapp	
7	N. E. Gray	1
8	W. S. Davison	
9	R. S. Cochran	
7990	T. W. Howard	
1	N. Colby	
2	W. P. Blakey	
3	M. B. McConihe	
4	W. West	
5	Acheson & Moore	
6	J. Sumner	
7	W. S. Henderson	
8	W. T. Blackwell	
9	W. T. Beall	
8000	W. H. Dyson	
1	F. J. Martin	
2	J. Poyas, jr	
3	H. J. Hendler	
4	L. D. Storke	
5	J. Carpenter	
6	J. M. Hall	
7	T. A. Barker	
8	E. Boyden	
9	S. E Adams	
8010	J. F. Chase	
1	P. Hanger & S. J. Howell	1
2	P. Hanger	1
3	T. S. Fitch	
4	J. H. Holton	
5	E. La Sere & Co	
6	T. W. Morgan	
7	W. C. Moore	
8	F. S. Hunt	
9	A. G. Grier	
8020	G. W. H. Anderson	
1	Wm. M. Murphy	
2	Crockett & Carter	
3	Lester & Raines	
4	Z. Morgan	

Dr. SECOND QUARTER 1855.

No.	To warrants paid, viz:	
8025	W. S. Evans	$112 59
6	J. W. Spradlin	58 97
7	J. P. Robinson	15 77
8	P. Banks	42 50
9	Baker & Duncan	78 59
8030	A. Williams	87 88
1	J. W. Turner	22 90
2	D. E. Reed & Co	15 00
3	L. Drew	56 07
4	J. Benefiel	142 08
5	H. J. Noe	74 12
6	G. C. Dial	169 50
7	W. A. Warren	246 56
8	J. Conner	82 97
9	W. Hodges	148 88
8040	J. G. Cleveland	44 56
1	J. Nicholls	167 55
2	N. H. Richardson	54 51
3	J. Moores	107 50
4	J. Adams	2,578 80
5	Jemison, jr. & Ficklin	302 49
6	J. Adams	5,421 70
7	.....do	1,750 00
8	T. P. Sawyer	77 26
9	J. Wheeler	42 08
8050	P. T. Totten	66 16
1	M. C. Mordecai	2,088 00
2	T. J. Adamson	46 74
3	L. Ellis	184 28
4	J. Sherrill	88 08
5	S. Clayton	120 77
6	D. M. Martin	86 26
7	S. Mead	78 15
8	J. Weaver	374 81
9	J. H. Thomasson	122 50
8060	C. M. Pearson	48 28
1	Dilworth & Bunn	46 89
2	C. W. Roby	59 26
3	C. D. Davis	88 27
4	S. Cruse	2,319 82
5	P. F. Partrick	500 00
6	.....do	587 59
7	Hall & Edwards	220 68
8	A. Haygood	358 69
9	Wm. M. Lee	970 42
8070	W. M. Booker	419 00
1	N. Woodward	158 41
2	D. Lookingbill	348 90
3	Griffin & Mott	764 40
4	G. B. Ely	6,347 69
5	G. Quinby	1,608 90
6	S. E. Wright	2,491 08
7	T. P. Handy	8,881 12
8	A. M. Marshall	1,109 90
9	S. Henshaw	3,227 80
8080	Rankin & Walkup	782 04
1	W. W. Conklin	1,069 68
2	D. J. Fallis	462 50
3	F. S. Bond	1,099 94
4	E. J. Handy	4,428 09
5	M. Eder	396 85
6	Peters, Gehr & Calder	647 28
7	T. Smith	58 08
8	J. S. Brown	4 68
9	J. Stradling	16 18
8090	J. Ely	197 19
1	C. Hall	90 69
2	S. Bradford	3,554 50
3	J. Haines	64 28
4	O. P. Zink	55 47
5	W. Stallman	24 25
6	J. H. Baldwin	116 19
7	P. Appleback	121 57
8	S. Garver	81 82
9	S. Pusey	12 50
8100	S. J. Paxson	17 70
1	Hartranft, Schwanck & Co	266 89
2	A. Hooten	58 00
3	Holmes & Leathers	6,408 78
4	Catten & Landry	2,509 65
5	H. C. Pierce	174 71
6	S. F. Gafford	454 88
7	J. L. Beckham	804 88

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
8108	A. R. Dougherty	$4
9	W. Colley	1
8110	S. Dimmick	
1	D. M. Bailey	1
2	A. E. Gallup	
3	J. Fagles	2
4	Hann & Lloyd	1
5	J. Mitchell	
6	C. Collins, jr	1
7	E. Dougherty	
8	W. W. Cooper	
9	Low & Stokes	
8120	E. Parker	
1	B. Gibbes	
2	J. C. Sapp	
3	G. Gaskill	
4	J. Cowperthwaite	
5	Westcott & Whitekar	
6	J. Vanhise	
7	P. J. S. Garis	
8	E. R. Height	
9	L. F. May	4
8130	J. Mellrose	
1	P. R. Chandler	5
2	V. D. Pinkham	2,0
3	R. Vanhise	1
4	S. Johnson	
5	Carter & Thomas	4
6	Smith & Rue	
7	A. W. Hartman	
8	G. Ackerman	
9	A. Whitenock	
8140	B. Vanderpool	1,1
1	S. S. Middleton	
2	G. A. & R. A. Doremus	
3	S. Searle	2
4	W. K. Humphrey	6
5	J. Hahn	1
6	T. D. Budd	
7	J. M. Hall	1
8	D. F. Adams	
9	J. R. Lemon	
8150	C. E. Barrett	3,8
1	W. F. Stone	1
2	J. Goodall	2
3	J. M. Whiton	1,1
4	L. Searle	3
5	M. L. Foster	
6	J. P. Welch	1,0
7	Gibbes & Johnston	4
8	E. A. Chapin	1,0
9	A. D. Hay	6
8160	W. E. Hooper	1,9
1	N. M. Williams	1
2	W. Ham	
3	G. N. Darton	
4	E. K. Owsley	1
5	R. S. Fox	1,8
6	S. Durgin	
7	M. W. Matthews	1
8	G. Davis	2
9	E. S. Alvord	6,5
8170	....do	4,1
1	Chubb Brothers	2
2	....do	
3	W. S. Tuckerman	1,0
4	W. J. Sibley	
5	....do	
6	J. Adams	1,3
7	Chubb Brothers	2
8	E. S. Alvord	1,0
9	J. Smith	2
8180	T. Mayhew, cancelled)	
1	G. Crosby	
2	W. Wellington, jr	
3	Willard, Stearns & Kimball	
4	J. M. Brandt	
5	H. Plummer	1
6	J. W. Thayer	
7	H. Randall	
8	F. W. Lincoln	
9	W. W. Marsh	1
8190	N. Beall	

Dr. SECOND QUARTER 1855.

No.	To warrants paid, viz:	
6191	R. C. Litchfield	$21,021 46
2	Wakeman, Dimon & Co.	193 31
3	W. P. Grier	88 00
4	R. Orme	88 00
5	R. Edmundson	131 89
6	C. W. Potter	50 00
7	J. M. Young	25 00
8	A. Pickens	46 15
9	C. E. Dubbs	132 80
6200	B. C. Wright	204 78
1	L. O. B. Branch	2,218 48
2	D. Dillon	28 64
3	D. Kerr & J. Chorn	294 50
4	J. Reynolds	118 88
5	M. Patton	290 97
6	D. L. F. Howard	65 41
7	R. Carter	88 25
8	J. W. Jervis	10 67
9	A. J. Tipton	55 66
6210	J. Whitaker	96 87
1	R. Bowers	
2	W. W. Long	70 94
3	J. Cox	89 94
4	D. Holdsclaw	50 67
5	D. Sheets	21 73
6	Hilton & Tipton	188 81
7	W. Pool	20 50
8	J. Garber	57 38
9	G. Dickerson	108 56
6220	T. Lane, jr	
1	A. Porter	18 88
2	R. S. Alvord	823 79
3	J. H. Bundy	42 78
4	A. C. Moore	43 86
5	T. G. Credle	113 45
6	W. Y. Martin	47 73
7	J. Magness	33 08
8	E. Colbert	443 81
9	B. Wall	114 58
6230	H. Julian	19 58
1	K. Hackett	74 43
2	W. Styron	193 74
3	N. C. Robbins	11 30
4	P. Warlick	175 68
5	E. T. Clemons	13 96
6	H. Wiswal	115 76
7	J. M. Williams	66 71
8	J. Robinson, sen	67 88
9	J. W. Rouse	93 43
6240	T. B. Cappe	24 97
1	B. Washburn	23 54
2	T. P. Jackson	44 13
3	E. W. West	
4	A. B. Chunn	274 14
5	H. G. Cutter	91 45
6	T. K. Glenn	60 61
7	J. & R. W. White	73 85
8	A. B. Cox	143 38
9	Miller & Sherrill	69 77
6250	J. H. Moore	47 34
1	T. J. Caldwell	56 28
2	N. Sherrill	35 58
3	J. T. Stalford	57 74
4	J. Durme	37 25
5	J. Crawford	127 64
6	J. S. Beckwith	93 89
7	B. W. Garretson	184 90
8	Kimball & Moore	3,274 77
9	Davis & Bowles	193 93
6260	E. Hance	9 00
1	J. Fitzgerald	29 25
2	J. W. Garland	156 08
3	Banner & White	290 00
4	J. T. McKinnon	108 55
5	W. H. Wright	59 85
6	J. A. Mast	11 65
7	W. Duckworth	33 57
8	J. Billings	10 25
9	A. Scroggs	15 12
6270	J. Anderson	25 98
1	H. H. Walker	55 92
2	T. Lawrence	67 50
3	W. P. Lowery	71 90

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
8274	W. George	
5	T. Grisham	
6	J. H. A. Weaver	$22 00
7	J. T. Nanny	31 90
8	J. Vannatter	50 28
9	O. Hendrick	96 98
8280	G. Piercy	50 44
1	J. Sturgill	24 55
2	D. Sheets	88 49
3	H. Carico	76 21
4	L. Umbarger	120 88
5	A. S. Fry	73 47
6	D. S. & H. Rorer	30 45
7	J. Battin	39 19
8	B. Burton	56 80
9	W. E. Warren	521 59
8290	J. P. King	9,268 17
1	S. Clayton	166 11
2	J. T. Mims	4,012 30
3	A. B. McCarty	214 77
4	Parmalee & Taylor	414 68
5	J. H. Little	1,979 55
6	H. W. Johnson	94 94
7	Harris & Morgan	6,388 94
8	Sterritt & Smith	2,316 58
9	G. Winne	900 93
8300	Riggs & Co	352 00
1	P. Campbell	948 69
2	L. Wiggins	197 07
3	S. Richardson	79 47
4	Carruth & Carruth	93 45
5	W. G. Carter	31 32
6	V. A. Montgomery	357 12
7	Truit & Truit	331 25
8	W. Gwynn	2,421 20
9	J. Hill	97 46
8310	R. A. Phelps	179 40
1	S. C. McPherson	108 04
2	J. Dimitry	1,106 15
3	O. H. Felder	89 68
4	D. L. Bondro	188 18
5	S. P. Eliser	17 68
6	E. Raven	196 35
7	J. B. Price	2,117 29
8	A. M. Lejeune	190 15
9	R. Miller	44 51
8320	K. Porter	8,042 19
1	F. A. Marsh	201 92
2	H. Williams	2,129 97
3	E. A. Chapin	3,086 41
4	W. Parker	651 36
5	Colgrove & Miller	198 69
6	G. W. Wood	147 75
7	J. F. Perry	134 86
8	J. H. Webb	262 50
9	J. A. Tully	214 84
8330	W. O. Austin	87 75
1	S. K. Church	50 37
2	J. H. Patterson	46 85
3	W. Gibson	51 63
4	C. W. Smith	225 00
5	W. Gibbs	106 46
6	W. K. Robinson	39 00
7	A. Outzen	1,158 75
8	J. Kelly	298 56
9	L. Smith	100 00
8340	G. Schott	
1	D. Tally	410 75
2	J. H. Wright	90 93
3	P. Layhee	192 25
4	J. Tadlock	70 25
5	W. Elder	334 15
6	W. Fletcher	291 06
7	J. Lea	277 47
8	H. T. Earle	115 18
9	S. D. Oliver	765 28
8350	T. F. Oliver	96 73
8348½	T. J. Wellborn	128 92
8351	J. M. Carter	104 82
2	R. M. Stell	137 50
3	J. Dosher	751 45
4	S. Kline	137 50
5	R. Parmalee	1,734 75

Dr. SECOND QUARTER 1855.

To warrants paid, viz:

No.		
8856	E. Marcello	85 02
7	H. N. White	103 05
8	W. F. Jackson	98 88
9	J. N. Huddlestun	169 38
8860	H. C. Holtze	72 16
1	J. H. Alley	180 54
2	J. A. Durant	314 66
3	T. Fall	107 30
4	Stouffer & Posten	89 57
5	H. K. Patrick, (cancelled,)	.....
6	M. Barber	328 48
7	W. L. Weed	54 00
8	D. Cornelius	28 78
9	W. Weber	37 76
8870	C. Cooper	65 66
1	W. W. Leggett	35 12
2	A. S. Speer	55 71
3	W. S. Harris	693 29
4	S. W. Nance	49 08
5	J. W. Lowe	119 95
6	W. Purdie	62 06
7	A. K. Allen	21 10
8	Chase & Sipple	192 51
9	A. A. Laws	68 18
8880	G. D. Fishers	103 94
1	Fisher & Landrum	99 10
2	E. Branch	28 06
3	W. J. Atwater	2,558 59
4	S. Bishop	58 90
5	Sweeny, Rittenhouse & Co	44 80
6	J. Raulerson	36 68
7	A. D. Johnston	54 58
8	J. W. Pearson	67 78
9	F. Bridier	300 00
8890	J. T. Shufelt	68 91
1	J. Whited	185 99
2	.....	.....
3	A. Hoffman	33,822 96
4	S. Harvey	200 64
5	H. L. Jervis	404 94
6	Terwilliger & Davis	166 52
7	M. A. Brayton	250 00
8	J. D. Sheldon	58 49
9	T. D. Wilson	164 62
8900	J. A. Boyet	47 75
1	S. Scarbrough	106 61
2	D. Walkerson	45 50
3	M. H. Hernandes	97 74
4	S. Gummaer	30 42
5	Hartshorn & Aldridge	229 37
6	S. Medbury & Co	745 01
7	O. Stearns	1,598 89
8	J. M. Washburn	1,200 00
9	J. Rogers	309 82
8910	Thorn & Russell	225 57
1	G. H. Giddings	1,000 00
2	.....do	2,500 00
3	.....do	6,172 57
4	Taylor, Bridges & Jacksons	680 01
5	Willoughby & Bowen	327 59
6	R. O. Hoskins	616 25
7	D. Bleckley	888 94
8	J. Freeman	57 89
9	J. B. Lloyd	201 18
8920	C. K. Drake	111 88
1	Woodbury & Bailey	148 14
2	D. Howell	27 85
3	J. D. Smith	288 16
4	J. W. Fulton	101 55
5	W. P. Miller	59 98
6	W. M. Locke	108 97
7	H. Langford	60 58
8	Farnum & White	106 69
9	R. King	75 41
8930	J. Fox	187 26
1	J. W. Thomas	184 85
2	J. Marrow	8 00
3	T. Hollis	150 28
4	J. Wade	69 47
5	C. C. Clegborn	100 00
6	J. Long	178 56
7	R. McDougal	94 88
8	J. W. Steagall	413 90

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
8439	A. Acre	$155 28
8440	J. W. J. Wilson	151 06
1	A. M. Turner	66 19
2	R. H. Moore	98 92
3	F. Conolly	70 85
4	P. Seaton	114 54
5	Sesler, Flagg & Barnes	469 85
6	G. B. Phelps	595 64
7	J. H. Taylor	2,438 08
8	W. J. Roberts	57 42
9	N. Sharpe	104 87
8450	J. L. Byrde	107 72
1	J. Decon	57 50
2	J. Carter	85 09
3	.....	.....
4	G. C. Lester	71 81
5	B. F. Ellis	168 67
6	H. Johnson	63 64
7	W. M. Turner	92 17
8	P. Silloway	66 47
9	A. Hinton	50 12
8460	J. G. Shasted	51 86
1	L. Bennett	29 71
2	R. N. & M. J. Lee	54 64
3	L. M. Eckert	15 93
4	R. S. Foster	70 29
5	D. Griffin	2,402 77
6	T. D. Wilson	105 25
7	Carter & Thomas	2,050 45
8	J. S. West	206 97
9	N. Gowin	27 63
8470	M. T. Davis	44 09
1	J. Stark	103 60
2	G. W. Hood	121 82
3	J. B. Roper	116 16
4	J. Young	42 88
5	M. C., S. R. & J. W. Hawkins	57 30
6	W. Rice	45 02
7	A. Monk	92 16
8	W. McCormick	349 19
9	Hilton & Butler	556 44
8480	L. H. Ferguson	89 63
1	W. McRaven	49 48
2	W. R. & H. Moore	141 84
3	J. S. Plumer	50 53
4	J. C. Bradford	893 51
5	A. Hood	73 17
6	G. C. Bradley	86 11
7	J. B. Chidester	42 03
8	Adkins & Patton	42 19
9	O. McFarland	86 82
8490	J. Mast	20 93
1	Mills & Peyton	96 46
2	W. Barrick	84 88
3	S. Rasebrough	104 96
4	W. S. Spencer	74 13
5	D. Abbey	81 50
6	L. Patterson	147 52
7	T. Wickam	22 16
8	T. M. Hilton	34 10
9	W. Longmire	21 88
8500	W. S. Centre	100 00
1	J. Ryland	11 94
2	J. Ware	102 11
3	J. Henderson	56 19
4	W. H. Moores	162 11
5	B. M. Murphey	20 62
6	J. R. Abel	50 36
7	E. Molier	200 00
8	Emerson & Green	310 06
9	A. H. Chamberlain	451 91
8510	M. Bateman	606 22
1	J. W. Brashear	762 61
2	N. W. Mauldin	461 86
3	R. A. Burney	599 19
4	R. Parmalee	494 07
5	B. Boggess	314 99
6	W. Partridge	518 40
7	Burr & Burr	24 79
8	S. White	263 50
9	G. A. Patello	189 42
8520	H. B. Force	143 45
1	C. H. Atwood	146 59

Dr SECOND QUARTER 1855.

No.	To warrants paid, viz:	
6522	C. H. Sand	$16,666 66
3	J. W. Hackett	58 51
4	W. P. Rutledge	751 50
5	M. Eastman	122 61
6	J. T. James	66 00
7	A. W. Morris	185 87
8	J. F. Cooper	1,635 35
9	G. W. Branch	66 00
6530	G. Lyman	4,320 84
1	E. C. Litchfield	1,285 71
2	D. Judd	175 30
3	W. J. Raney	346 59
4	Burr & Burr	270 11
5	J. H. Stokes	61 15
6	C. Chisum	24 57
7	W. W. Wynn	52 45
8	Brumett & Lock	399 20
9	R. W. Nesmith	226 98
6540	P. A. Swenck	360 40
1	W. Bradford	350 00
2	J. G. Henderson	211 95
3	S. C. Newman	114 19
4	F. D. Bondenhamer	106 75
5	B. F. Moss	431 62
6	H. Tracy	189 78
7	Truit & Truit	466 35
8	J. F. Palmer	718 60
9	M. T. Douglass	871 77
6550	T. M. McLaughlin	108 16
1	R. Weeks	59 20
2	Carter & Haines	118 28
3	E. Raven	87 55
4	J. J. Robertson	45 78
5	S. Springs	748 56
6	W. Stinson	48 88
7	R. Jewel	102 31
8	J. Cowdrick	60 26
9	J. Dills, jr	56 69
6560	N. Smith	104 08
1	J. P. Updegraff	209 04
2	J. Shores	20 49
3	R. G. Day	74 45
4	J. A. Chapman	121 96
5	J. Tuey	44 88
6	D. A. Stanton	435 80
7	J. H. Finch	201 20
8	J. Vangesel	507 91
9	P. Bowlby	12 15
6570	D. Milton	107 81
1	Wade & Jones	53 24
2	Duncan & Cunningham	166 97
3	W. H. Hunt	90 00
4	W. P. Neale	477 84
5	P. S. Oatman	83 81
6	H. P. Bee	275 00
7	M. Boyle	37 50
8	G. Cramer	20 29
9	J. Marshall & Co.	30 00
6580	M. Neidner & Co.	64 75
1	W. H. Graves	38 75
2	R. G. Foster	94 25
3	W. W. Wright	570 72
4	W. N. Jackson	2,175 00
5	B. S. Pullen	162 89
6	W. Myers	99 72
7	Von Phister & Clapp	120 28
8	A. M. Castor	214 82
9	N. M. Moody	28 58
6590	A. D. Hawkins	276 25
1	J. A. Nuckles	601 75
2	Johnson & Brown	319 99
3	T. Collins	75 84
4	S. Debord	80 55
5	B. Adair	237 90
6	J. G. Thomas	105 89
7	J. D. Overton	134 86
8	E. McDowell	79 05
9	J. R. Thurman	41 25
6600	J. Goss	45 95
1	M. Vaughan	246 57
2	B. M. Wilson	122 68
3	C. Smith	488 21
4	G. R. Green	80 [illegible]

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
8605	J. Clegg	$
6	P. S. Frost	
7	J. C. Miller	
8	W. H. Holcomb	
9	M. A. Price	
8610	J. J. Wyley	2,
1	O. Seward	
2	H. Gregg	
3	J. Macomb	
4	W. B. Beall	
5	J. J. Reed	
6	J. Stouffer	
7	J. Wightman	
8	W. Norcross	
9	De La F. Huskey	
8620	J. Furrow	
1	J. Hays	
2	E. Boyd	
3	J. Tully	
4	J. C. Hays	
5	W. Hackney	
6	W. Hicks	
7	W. Jenkins	
8	Peters & Crawford	
9	J. H. Gibbs	
8630	W. Jones	
1	W. C. Walker	
2	D. P. Blair	
3	G. A Cuyler	
4	C. Acklin	
5	A. M. Jopling	
6	Price & Hicks	
7	Woods & Rutherford	
8	J. B. Fortune	
9	Chidester, Sims & Sims	
8640		
1	Gehr, Tate & Co	
2	W. L. Clark	
3	E. Green	
4	E. Fontaine	2,
5	W. C. Tuck	
6	R. R. Robertson	
7	A. S. Williams	
8	W. W. Angus	
9	W. H. Burden	
8650	J. Burden	
1	E. Nott	1,
2	J. E. Cuthbert	
3	S. McKnight	2,
4	R. Edmond	
5	Boyd & Edmond	
6	C. H. Shield	
7	McLure, Reid & Roberts	
8	T. H. Canfield	
9	E. Gideon	
8660	J. Holden	
1	J. Woolard	
2	L. M. Clark	
3	Dudding & Anderson	
4	H. W. Wells	
5	H. Fannon	
6	T. Livingston	
7	W. Hargrove	
8	J. Flagg	
9	A. Eldred	1,
8670	A. Boyd	
1	A. Jenkins	
2	A. W. Ridings	
3	W. Eagon	
4	Moore & Ringer	
5	Bradley & Pratt	
6	G. Adams	
7	J. Stone	
8	L. Baldock	
9	J. Girdner	
8680	E. Jasper	
1	T. Ward	
2	J. C. Williams	
3	J. C. Skinner	
4	J. B. Alverson	
5	W. J. Locke	
6	R. Creswell	
7	J. M. Whiton	

Dr. SECOND QUARTER 1855.

No.	To warrants paid, viz:	
8668	E. Morrow	$260 60
9	R. L. Morris	83 99
8680	J. Sanders	58 24
1	J. Shauer	65 98
2	J. Easton	25 83
3	W. S. Holdridge	46 25
4	J. G. Clark	35 73
5	J. Wilkison	32 16
6	H. F. Baker	2,781 25
7	J. Woodman	230 75
8	C. P. Johnson	18 75
9	O. Hart	84 97
8700	J. H. Ward	102 58
1	Repine & Leetch	458 84
2	J. Roach	120 38
3	J. G. Fisher	112 06
4	E. McGuire	295 46
5	J. M. Layton	207 87
6	W. Ward	850 20
7	Wm. D. M. Bruton	360 47
8	S. Stough	447 84
9	F. H. Burt	258 12
8710	J. Adams	278 58
1	Riggs & Co	444 43
2	Springs & McLean	199 51
3	P. Adams	87 25
4	Davis & Moore	4,491 43
5	L. W. Nichols	684 11
6	W. McConnell	62 50
7	L. F. West	34 48
8	L. H. Davis	59 59
9	J. Martin	76 55
8720	C. J. Dean	158 44
1	W. Leaird	85 21
2	A. H. Van Bokelen	375 00
3	E. W. Hunt	219 60
4	J. Markham	35 15
5	L. F. Nichols	508 98
6	R. B. Kelsey	101 21
7	R. C. Fuller	82 05
8	M. Vosburg	65 86
9	J. Dyas	62 87
8730	L. A. Duty	71 04
1	J. S. Gibson	610 58
2	W. L. Herrington	149 59
3	S. Mayfield	82 71
4	T. Martindale	79 96
5	J. Potter	80 66
6	J. H. Martin	58 90
7	Martindale & Hudson	326 77
8	G. W. Thomas	65 49
9	N. Huddlestun	106 59
8740	L. Kithell	11 25
1	D. S. Cox	36 00
2	M. Ritchey	62 96
3	J. Duncan	82 75
4	L. Hammens	17 44
5	J. B. Ferguson	168 45
6	B. Weller	10 17
7	J. M. Pemberton	29 67
8	E. Golden	46 50
9	C. R. Jones	51 48
8750	R. S. Means	179 43
1	H. Pollard	58 20
2	F. Myers	87 25
3	Gatewood, Smith & Bennett	171 55
4	M. Livingston	12,500 00
5	McAllester & Cook	119 39
6	D. J. Hurd	124 60
7	J. Banks	185 56
8	P. Barrett, jr	150 24
9	J. Durley	68 26
8760	G. Neece	27 28
1	J. D. Myers	58 15
2	G. W. Blackwell	27 61
3	T. Smith	56 06
4	M. H. Allison	86 07
5	A. Wheeler	
6	S. Overturf	29 80
7	R. R. Scott	49 41
8	J. Tobler	284 84
9	W. Pollock	91 38
8770	M. W. Wood	113 25

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
8771	J. F. Chapman	$116 70
2	J. P. Norvell	41 85
3	C. H. Frost	48 85
4	E. C. Sebastian	74 60
5	W. C. Stone	60 64
6	W. Hicks	73 85
7	J. Humble	41 26
8	J. M. Dickinson	84 58
9	W. C. Evans	33 51
8780	W. Myers	67 62
1	J. W. McFarland	72 90
2	J. Peril	48 20
3	E. H. Whiteidge	29 61
4	R. P. Paramore	56 68
5	S. Myers	98 57
6	D. W. Shaver	246 41
7	J. R. Pratt	72 41
8	L. Taylor	23 45
9	D. V. Parrish	108 74
8790	D. Evans	27 07
1	L. D. Walker	50 08
2	O. Munger	69 86
3	J. H. Spencer	470 21
4	J. M. Gatewood	220 06
5	D. Metzger	81 83
6	E. D. Owens	91 45
7	J. D. Williams	62 07
8	M. S. Ward	111 09
9	J. Mack	79 14
8800	W. W. Hitch	156 22
1	H. B. Rice	92 71
2	D. Halsonbake	104 49
3	J. J. Gallaher	215 24
4	A. M. Rayburn	198 80
5	N. & G. Y. Woodward	239 81
6	D. G. Brinkley	219 40
7	N. O. Neal	86 99
8	A. Mauldin	45 00
9	J. Y. McGraw	60 72
8810	J. M. Rush	845 70
1	J. Gauny	296 40
2	C. Cobb	155 85
3	E. T. Beaver	66 73
4	W. B. Stout	194 05
5	Reeves & Butridge	141 87
6	R. C. Brinkley	1,923 14
7	E. Gillihan	508 75
8	R. Roby	153 85
9	D. A. Fosket	192 36
8820	Tomlinson & Tarah	404 40
1	W. A. Fox	48 99
2	B. Blunt	62 51
3	C. J. Atkinson	587 91
4	W. Patton	149 15
5	D. A. Fosket	606 32
6	J. Causey	117 34
7	J. H. Whitehead	148 73
8	M. W. Hunter	112 99
9	A. Calcutt	12 15
8830	G. W. & B. W. Goodall	194 60
1	J. Shiflett	118 33
2	J. Canterbury	76 51
3	J. S. Drumm	163 49
4	Collins & Draper	85 73
5	S. Rhea	17 37
6	D. Gallaher	213 18
7	A. W. Wickie	73 71
8	S. Howell	107 75
9	J. Evans	168 73
8840	Seely & Fox	86 90
1	Livingston & Balo	93 56
2	Leroy & J. A. Sims	4,674 71
3	W. C. Allen	134 61
4	.....do	100 00
5	L. D. Turner	195 92
6	M. Lawrence	88 16
7	.....do	75 00
8	R. Byrnie	85 73
9	W. M. Dillard	73 87
8850	Canas & Hogan	858 45
1	L. Jarvis, jr	73 70
2	M. A. Wood	319 49
3	F. Frank	360 33

Dr. SECOND QUARTER 1855.

No.	To warrants paid, viz:	
8654	N. Langston	269 58
5	A. K. Ellett	157 78
6	A. G. Compton	705 25
7	Gatewood & Smith	390 15
8	Moore & Walker	5,965 39
9	W. B. & J. P. Dana	648 00
8660	W. M. Beall	44 60
1	F. M. Campbell	480 75
2	M. Welsh	220 55
3	L. Ambrose	586 71
4	H. Davidson	1,060 71
5	E. Dansby	385 29
6	Harvey & Munson	202 56
7	S. McCreight	
8	Steel & Baskin	231 36
9	B. F. Weeks	107 98
8670	F. Bagwell	209 40
1	C. W. Brown	238 46
2	B. Swearingen	406 62
3	J. C. Holladay	215 47
4	B. Fugate	337 00
5	G. H. Marsh	114 70
6	A. Stevens	70 21
7	D. M. West	190 77
8	Johnson & Harrison	217 79
9	P. Van Duerson	1,122 36
8680	S. Gaines	91 25
1	M. O. Walker	1,284 40
2	C. T. Wilkinson	116 07
3	D. G. Livingston	47 95
4	M. J. Whitworth	149 68
5	W. C. Cook	562 66
6	Terry & Kilpatrick	866 36
7	N. Woodward	358 68
8	H. J. Deford	595 21
9	J. W. Prim	205 00
8690	J. J. Sanders	19 37
1	P. Bonney	337 26
2	K. Willoughy	36 40
3	M. J. Whitworth	422 92
4	A. Stamps	328 39
5	J. Williams	267 86
6	F. J. Mixon	608 72
7	E. M. Lawrence	550 00
8	Suter, Lea & Co	1,748 65
9	J. W. Hoffman	225 00
8700	T. N. Martin	176 52
1	W. E. Hooper	1,135 05
2	J. L. Hedges	74 18
3	J. S. McCune	2,852 16
4	G. F. Nesbitt	84 00
5	J. O. Knox	246 20
6	J. S. Eldridge	8,546 26
7	J. D. Sage	7 95
8	J. W. Sumner	68 00
9	T. Wolverton	1,000 00
8710	W. Holmes	87 36
1	Stuckey & Rogers	758 94
2	J. C. Coan	56 77
3	S. Perrin	62 74
4	O. S. Ensign	66 36
5	C. Musgrave	338 08
6	Boyle & Lomax	238 91
7	T. P. Trott	513 39
8	M. Stams	42 12
9	L. R. Justice	58 00
8720	R. T. Carter	88 00
1	C. Brady	88 00
2	L. Tree	85 17
3	W. T. Rice	88 00
4	T. Boswell	19 22
5	W. Rice	68 81
6	G. W. G. Browne	182 00
7	J. F. Brown	219 76
8	S. G. Earle & Co	468 00
9	Evans & De Lorme	230 75
8730	W. Campbell	50 00
1	T. W. Howard	66 00
2	S. Van Sickle	88 00
3	J. H. Lowe	88 00
4	A. W. Griswold	88 00
5	J. E. Smith	58 00
6	G. W. Smith	58 00

Dr. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
8987	J. N. Wright	$88 00
8	W. T. Beall	83 00
9	P. L. Runyan	174 87
8940	P. H. Allaback	75 00
1	J. S. Nicholas	75 00
2	R. J. Lawrence	66 00
3	M. Clarke	102 20
4	J. R. Philbrick	66 00
5	J. P. Powers	58 00
6	E. M. Webber	58 00
7	M. Glynn	145 84
8	P. Stevenson	99 20
9	W. T. & T. Wallace	126 98
8950	P. Beauchamp	506 51
8968	Mason & Schoenfeld	300 00
1	W. Wilkison	278 94
2	N. Wilson	69 40
3	F. A. Boyd	138 92
4	E. Morten	180 15
5	J. W. Simpson	333 73
6	R. Ward	233 12
7	J. C. Early	105 06
8	J. W. Steagall	149 25
9	Clinton & Ward	61 60
8960	W. J. Graham	14 22
1	C. Bacon	50 00
2	A. Leinaer	75 00
3	G. Chorpenning, jr.	3,125 00
4	W. P. Blakey	66 00
5	T. P. Chesman	85 17
6	C. T. Hull	88 00
7	M. K. Crawford	88 00
8	F. J. Martin	88 00
9	W. C. Moore	88 00
8970	J. Poyas, jr.	88 00
1	T. Waring	9,880 15
2	C. Hibberts	66 00
3	F. S. Hunt	66 00
4	J. R. N. Tenhet	88 00
5	N. Colby	58 00
6	O. K. Grant	66 00
7	W. West	66 00
8	A. G. McLane	267 45
9	H. Miller	260 88
8980	J. Hall	5,588 22
1	Z. Roberts	74 80
2	B. Blackeney	22 88
3	P. M. Carmichael	64 00
4	W. W. Jefferson	29 81
5	Z. Roberts	62 17
6	R. P. Lawrence	79 50
7	J. W. Pennington	59 98
8	J Carlile	64 88
9	W. H. Davidge	376 84
8990	M. Greggs	98 15
1	J. Birch	81 25
2	J. F. Chase	66 00
3	S. E. Adams	66 00
4	T. A. Barker	66 00
5	E. Boyden	66 00
6	Graves & Lane	225 98
7	G. Jones	50 00
8	J. M. Hall	66 00
9	W. P. Pepper	75 00
9000	S. H. Rogers	50 00
1	H. Allen	58 00
2	F. Earnest	58 00
3	W. T. Blackwell	58 00
4	W. J. Crans	126 26
5	W. H. Richardson	327 36
6	E. Brewer	56 18
7		
8	A. Lack	106 28
9	Pardue & Mayerhoff	148 04
9010	T. D. Bridges	55 39
1	R. S. Edmonds	81 62
2	H. W. Young	
3	T. Mills	45 64
4	....do.	32 45
5	W. W. Price	88 00
6	O. H. Wells	58 00
7	D. P. Blair	281 14
	E. E. Knox	170 14

Dr. SECOND QUARTER 1854.

No.	To warrants paid, viz:	
9019	E. Harlow	$60 95
9020	J. Davidson	191 27
1	W. Muns	70 97
2	W. M. Davis	250 81
3	G. V. C. Johnson	267 54
4	Hallock, Butler & Hale	22 80
5	A. J. Muns	100 00
6	J. Petrie	975 61
7	Waring & Herron	169 00
8	A. Hooten	58 00
9	R. Edmundson	58 00
9030	J. G. W. Mills	88 00
1	W. H. Dyson	88 00
2	A. G. Grier	88 00
3	W. S. Kittle	66 00
4	S. Drake	66 00
5	G. W. Branch	66 00
6	D. M. Whitney	324 00
7	Vaughan & Hyatt	190 98
8	R. Cunningham	189 25
9	W. Evans	217 84
9040	R. L. Cochran	
1	W. H. Grigsby	209 84
2	T. Ely	162 50
3	J. S. Paxton	187 01
4	Peay & Ayliff	127 96
5	J. S. & E. A. Abbott	1,200 00
6	C. H. Sand	16,666 66
7	J. M. Payne	
8	Benet & Teasdale	490 00
9	C. G. Tousley	224 00
9050	L. M. Jones	55 70
1	J. P. Smith	741 01
2	G. Williams	41 97
3	B. Fawcett	10 22
4	D. A. Saltmarsh	428 74
5	O. Basham	264 55
6	H. D. Dassett	188 00
7	A. Powell	88 58
8	J. White	147 14
9	H. Box	88 78
9060	A. J. Wolf	46 91
1	D. K. Tutt	168 67
2	J. Wood	38 81
3	Z. Roberts	46 68
4	E. Holt	8 27
5	W. Boyd	41 65
6	L. D. Bryant	89 55
7	J. G. Barclift	75 88
8	J. T. Keet	55 06
9	W. A. Purdom	69 29
9070	A. K. & J. Witt	78 83
1	S. J. Howell	598 61
2	N. Dyer	34 58
3	J. C. Gainer	49 89
4	E. S. Haynes	149 55
5	W. Oliver	87 50
6	F. A. Elkins	20 94
7	D. O. Morton	847 47
8	J. M. Cormack	80 80
9	J. Hartgraves	71 64
9080	N. G. Durham	170 08
1	C. Swain	378 96
2	D. Crockett	68 38
3	G. W. Kimbrough	121 75
4	N. Lister	750 18
5	J. R. Wright	158 11
6	R. M. Owen	560 12
7	E. & W. H. Carruth	255 98
8	P. M. Carmichael	97 94
9	W. Moss	1,588 87
9090	A. T. W. Long	81 89
1	W. Gibson	74 71
2	H. M. Tomlinson	81 25
3	Easby & Robins	51 84
4	S. Stephens	52 20
5	McDonald & Smith	75 08
6	D. P. & N. R. Hollins	74 20
7	D. Chandler	49 89
8	G. Wells	19 78
9	Agee & Simmons	213 99
9100	A. G. McLane	314 25
1		

DR. TREASURER'S ACCOUNTS.

No.	To warrants paid, viz:	
9102	W. A Swift	$126 95
3	W. J. Wood	100 00
4	Carter, Thomas & Hough	735 11
5	Boyd & Blackley	100 75
6	A. Bush	100 75
7	Hill & Sledge	315 25
8	S. L. Mitchell	2,000 00
9	J. M. Patrick	88 23
9110	E. Cain	47 50
1	T. J. Robinson	61 75
2	S. M. Chapman	96 25
3	J. P. Bowder	88 65
4	H. Boyle	200 00
5	D. Miller	89 16
6	J. Fishback	78 80
7	S. D. Hay	40 00
8	J. Eastburn	2 60
9	E. Brower	568 34
9120	M. O. Walker	3,551 67
1	J. Burnum	87 12
2	Harrrington & Barnes	592 07
3	A. Burrell	599 13
4	C. Reed	64 68
5	W. N. Jackson	1,087 50
6	W. Irby	112 55
7	M. Duke	180 00
8	E. Walton	58 27
9	G. C. Dial	
9130	J. L. Atchison	78 81
1	J. E. Cuthbert	887 50
2	H. Pollard	405 75
3	Jamison & Ficklin	466 00
4	H. B. Martin	19 10
5	Hardin & Bennett	657 80
6	J. Trimbley	87 76
7	E. S. Davis	148 14
8	E. T. Essex	176 51
9	J. H. Newland	14 74
9140	A. B. Chunn & Co	253 48
1	W. S. Howard	168 06
2	T. B. Dalton & J. Henly	96 33
3	W. P. Grier	88 00
4	G. W. H. Anderson	66 00
5	M. R. Kirkpatrick	91 07
6	J. T. Golder	596 11
7	A. J. Pickens	59 62
8	J. H. Holton	58 00
9	C. W. Potter	50 00
9150	W. J. Yates	429 00
1	J. & J. F. Trippe	198 25
2	T. S. Fitch	58 00
3	S. P. Vannoy	88 75
4	Pairo & Nourse	1,750 00
5	E. T. Dennis	131 88
6	J. S. Sitgreaves	59 62
7	R. Orme	88 00
8	N. C. Smith	156 73
9	T. N. McClain	210 86
9160	A. S. Maguffin	80 61
1	H. G. Barbee	156 63
2	R. Jemison, jr	581 65
3	J. J. Bradford & Co	519 90
4	J. A. Holden	100 23
5	L. Goodall	150 00
6	J. Holbrook	229 13
7	T. W. Atkin	179 75
8	T. Palmer	189 43
9	T. W. Morgan	88 00
9170	J. D. Frierson	191 67
1	J. B. Jervis	22 99
2	W. T. Joyner	4,601 37
3	C. Bouknight	2,100 00
4	Chubb Brothers	25 00
5	M. B. Postens	184 94
6	J. H. Davis	29 95
7	J. Emison	424 89
8	P. McGhee	
9	L. A. Russell	81 02
9180	Hardin, Bennett & Roberts	292 86
1	J. N. Swift	78 77
2	A. G. Griswold	85 71
3	T. Bishop	211 79
4	A. McAllister	18 87

Dr. SECOND QUARTER 1855.

No.	To warrants paid, viz:	
9185	I. R. Eaton	$892 68
6	G. Harlow	296 48
7	C. Kerr	121 18
8	W. G. Crabtree	28 75
9	B. P Pryor	808 18
9190	S. Riggs	
1	B. Washburn	44 54
2	J. Kendrick	284 68
3	S. Hotchkiss	46 99
4	H. A. Bristow	93 41
5	J. R. McNeely	87 29
6	A. T. Hall	8,728 57
7	Claycomb & Foote	101 75
8	Knox & McDaniel	222 02
9	R. S. Hockersmith	319 98
9200	C. T. Pollard	5,254 68
1	J. Day	75 24
2	G. W. Stewart	226 56
3	M. Livingston	12,500 00
4	W. D. Wallach	172 00
5	J. McGuire	254 79
6	J. W. Scott	184 06
7	....do	600 00
8	J. R. Cox	48 32
9	H. W. Burroughs	108 75
9210	J. Norman	507 25
1	H. Pollard	195 30
2	J. Steward	312 70
3	J. F. Pack	89 00
4	Roberts & Farwell	18 00
5	J. H. M. Campbell	1,881 25
6	S. Howe	1,888 87
7	A. Hammer	148 55
8	E. W. Holt	52 90
9	R. Martin	654 67
9220	S. Copeland	1,002 81
1	P. A. Johnson	151 07
2	J. W. Goosetree	62 56
3	D. P. Foster	64 51
4	Riggs & Co	478 74
5	E. La Sere & Co	26 00
6	Beals, Green & Co	79 25
7	T. Weston	120 00
8	J. A. Smith	297 50
9	B. M. Wilson	125 00
9230	P. A. Swink	442 50
1	Pairo & Nourse	275 00
2	J. Minot	424 04
3	J. D. Haskett	60 00
4	Pinney & Kirkbride	68 62
5	J. W. Caldwell	500 50
6	E. Rockwell	2,805 57
7	M. Clark	280 00
8	J. Austrian	158 34
9	J. S. Ward	5 00
9240	Stearman & Chipman	265 20
1	D. D. & J. Tullis	108 38
2	J. F. Brown	191 87
9243	R. A. Phelps	658 46
	To warrants paid, due in former quarters, viz:	
6901	J. W. Scott	82 50
6906	W. Gibson	54 57
6963	W. N. Savage	9 21
6977	W. B. Stout	212 89
7276	D. Crockett	73 05
7284	J. G. Barclift	76 72
7289	A. T. W. Long	82 67
7295	W. Oliver	37 50
7376	W. Gibson	180 62
7379	....do	56 15
7458	A. G. McLane	616 00
7503	S. White	131 25
		1,612 83

DR. TREASURER'S ACCOUNTS.

No.	Deposited by the postmasters.	
848	Assistant Treasurer United States, Boston, Massachusetts	$1
9	... do ... do ... New York	6
850	... do ... do ... Philadelphia, Pennsylvania	1
1	Treasurer United States, Washington, D. C	
2	Assistant Treasurer United States, Charleston, South Carolina	
3	... do ... do ... New Orleans, Louisiana	
4	... do ... do ... St. Louis, Missouri	
	Amount covered by warrants	9
	Adjusted balance of last quarter	7
		1,6

No. 1.—*Outstanding warrants in different depositories in sundry quarters.*

Assistant Treasurer United States, Boston, Mass		
Do	do	New York
Do	do	Philadelphia, Pa
Do	do	Charleston, S. C
Do	do	St. Louis, Mo
Do	do	San Francisco, Cal
Do	do	New Orleans, La

No. 2.—*Reported to the credit of the Treasurer of the United States, in the different de of the Post Office Department, on June 30, 1855.*

Assistant Treasurer United States, Boston, Mass			$1
Do	do	New York	1
Do	do	Philadelphia, Pa	
Treasurer United States		Washington, D. C	
Assistant Treasurer United States, Charleston, S. C			
Do	do	New Orleans, La	
Do	do	St. Louis, Mo	
Do	do	San Francisco, Cal	

EXPLANATORY STATEMENT.

Adjusted balance to the debit of the Treasurer United States, June 30, 1855	$
Deduct amount of sundry warrants directed to depositories for payment, (as per statement No. 1,) not charged in the foregoing account which has not been returned to the Treasurer, but for which they have received conditional credit	
Actual balance in the treasury on the 30th June, 1855, (as per statement No. 2)	
Warrant and counter warrant for receipts	$1,
And disbursements by the Postmaster General, 2d quarter 1855	1,

SAM. CASEY, *Treasurer Unite*

OFFICE TREASURER UNITED STATES, *January* 25, 1856.

AUDITOR'S OFFICE, POST OFFICE DEPARTMENT, *February* 2

I certify that the aforegoing account of the Treasurer of the United States, for his receipts and ex for the service of the Post Office Department, for the quarter ended June 30, 1855, has been ex this office and found correct.

WILLIAM F. PHILLIPS,

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 52.

BUFFALO CUSTOM-HOUSE, POST OFFICE, ETC.

LETTER

FROM

THE POSTMASTER GENERAL,

TRANSMITTING

Information in relation to the building now being constructed at Buffalo for a custom-house, post office, &c.

MARCH 10, 1856.—Laid upon the table, and ordered to be printed.

POST OFFICE DEPARTMENT, *March* 8, 1856.

SIR: In compliance with the resolution of the House of Representatives of the 28th ultimo, requesting information in relation to the building in process of construction at Buffalo for a custom-house, post office, &c., I have the honor to enclose herewith copies of two letters from the postmaster at Buffalo, and a copy of a statement made by the collector at Buffalo, the postmaster at Buffalo, and the United States district judge of the northern district of New York, as furnishing all the information in possession of this department on the subject.

I embrace this occasion, however, to add, that in the passage of laws for the erection of buildings for post offices in the large cities, it is highly important that provision be made not only for the present, but the future wants and accommodations of the citizens.

I have the honor to be, very respectfully, your obedient servant,

JAMES CAMPBELL.

Hon. N. P. BANKS, Jr.,
Speaker of the House of Representatives.

POST OFFICE, BUFFALO, N. Y., *July* 2, 1855

SIR: I herewith enclose a letter addressed by me to the honorable the Secretary of the Treasury, accompanied by a plan and an expla-

nation by Mr. Barger, the architect who drew it, recommending certain changes in the arrangement of the boxes, deliveries, &c., in the new post office about to be built in this city. You will oblige me by reading my letter to Mr. Guthrie, as well as Mr. Barger's to me, and see for yourself what changes are recommended; and by so doing, and inspecting the plans which accompany, and comparing them with the original plan of the building, you will, I think, agree with me in the opinion that they are not only advisable, but some of them absolutely necessary. A German and French delivery is absolutely necessary; so is an increase in the number of letter-boxes, the number provided for by the architect of the building being several hundred less than are now rented in this old office. Drawers, too, should be made; for, besides being a great convenience, they yield a large revenue to the government—four times as much as the same number of boxes. The stairs between the main room and the packing-room, through the "sky-light," and those leading to the room in the second story, are strongly recommended by me; without which business would be done at a very great disadvantage. If these changes are approved and adopted, I doubt not the business of the office can be transacted with less assistance than would be required if the original plan be adhered to. I trust that these changes will strike you as necessary to be made, and that you will use your influence with the Secretary of the Treasury, unless you possess the right to do so yourself to cause them to be adopted.

I am your very obedient servant,

JAMES G. DICKIE, *Postmaster.*

Hon. JAMES CAMPBELL,
Postmaster General.

POST OFFICE, BUFFALO, N. Y., *March* 4, 1856.

SIR: I am informed that a resolution has recently passed the House of Representatives requesting the opinions of the Secretary of the Treasury and yourself as to the adequacy or inadequacy of the custom-house building, now erecting in this city, for the transaction of the business of the post office, custom-house, and United States courts. So far as the post office is concerned, I am able to speak with full knowledge; and, in my opinion, the room to be appropriated for its present large and constantly-increasing business is altogether too contracted; there will not be sufficient space to accommodate, conveniently, the number of letter-boxes now in use in the old office we now occupy. The plan of the box arrangement provides but for 2,600 boxes, and there are now rented in the old office about 3,000. This number, provided for in the new building, can of course be considerably increased, but only at the expense of appearance and convenience. Judging of the future increase of population in this city by the past, in five years hence the new building for post-office purposes will be entirely too small, and more inconvenience will be experienced in transacting the business than is now in our present post office. In-

deed, in my opinion, there are about as many square feet of room in this old office as there will be in the principal story of the new building.

In 1850, Buffalo contained a population of a little over 42,000. In 1855, it had increased to about 75,000. There is no reason why the population should not continue to increase in future in the same, or even greater ratio. How, then, can the public be fully accommodated, and the constantly growing business of the post office be conveniently performed, in an office which will really be too contracted for the business at present transacted in this office, after the lapse of five or ten years? I have to-day been informed that it is the design of the Secretary of the Treasury to cause *vaults* to be placed in the new building for the accommodation of the different offices. This determination is highly commendable; and yet these vaults will necessarily encroach considerably upon the already scant room of the post office, and is an additional reason for the enlargement of the building. I have conversed with Judge N. K. Hall, of the United States court, who informs me that the rooms to be appropriated to the courts will be too small. He fully agrees with me, also, in my opinion, above expressed, in relation to the business of the post office, and, having formerly been Postmaster General, is of course a very competent judge of the matter.

The passage of the resolution above referred to, and the intention of the Secretary of the Treasury to construct vaults in the new building, together with the real necessity of an increase of the size of the custom-house building, are my reasons for troubling you with this letter. It is, besides, a matter of great interest with our citizens, who desire that a public building, to be erected at so great an expense, shall be equal in all respects to the requirements of the business to which it is to be devoted.

I am, respectfully, your obedient servant,

JAMES G. DICKIE, *Postmaster.*

Hon. JAMES CAMPBELL,
Postmaster General.

We, the undersigned, have carefully examined the plans for the erection of the public building intended for the accommodation of the custom-house, post office, and United States courts, at Buffalo, N. Y., and have no hesitation in stating, that if the said building shall be built and completed according to the present plans, the same will not furnish reasonable accommodations for those offices and courts, and the officers and persons connected therewith, and that such building will be much too small for the purposes intended. As officers of the government, we have consulted together in reference to such plans and building, and, in view of our duties and responsibilities as such officers, we hereby declare that, in our deliberate judgment, there should be from thirty to thirty-five feet added to the length of the building to furnish suitable and reasonable accommodations for the

offices and officers intended to be accommodated therein, and that the mere pecuniary interests of the United States will be best promoted by making such addition to the said building.

J. T. HUDSON, *Collector, &c.*
J. G. DICKIE, *Postmaster.*
N. K. HALL, *U. S. Dist. Judge Northern Dist. of New York*

BUFFALO, *November* 30, 1855.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 53.

CONTINGENT FUND—NAVY DEPARTMENT.

LETTER

FROM

THE SECRETARY OF THE NAVY,

TRANSMITTING

A statement of the expenditure of the contingent fund of the Navy Department.

March 10, 1856.—Laid on the table, and ordered to be printed.

Navy Department, *February* 27, 1856.

Sir: In compliance with the requirements of the twentieth section of the act of August 26, 1842, I have the honor to transmit herewith a detailed statement of the expenditure of the contingent fund of the Navy Department, and its several bureaus, for the fiscal year ending June 30, 1855.

I am, respectfully, your obedient servant,

J. C. DOBBIN.

Hon. Nathl. P. Banks, Jr.,
Speaker of the House of Representatives.

Statement of the contingent expenses of the office of the Secretary of the Navy and the Bureaus of the Navy Department for the year ending June 30, 1855.

Date.	To whom paid.	For what object.	Amount.	Total.
		Office of the Secretary of the Navy.		
1854.				
July 21	L. B. Hardin	Cash paid Adams & Co. for freight on box		$0 63
31	Chas. W. Welsh	Postage paid on letters on official business addressed to him as chief clerk, Navy Department		1 30
Aug. 1	John J. Joyce	1 gross of matches		1 50
1	Magnetic Telegraph Company	Message to Commodore Gregory, Philadelphia, 34 words	$1 02	
		Message from Commodore Gregory, Philadelphia, 22 words	66	
		Message to Captain Boarman, Brooklyn, 7 words	62	
		Message to Commodore Stewart, Philadelphia, 12 words	36	
		Message to Captain Boarman, Brooklyn, 14 words	82	
				3 48
2	New York and Washington Printing Telegraph Company.	Message from O. S. X. Peck, Philadelphia, 5 words		30
3	Adams & Co	Freight on package		50
8	Saml. Owen	6 divisions Imperial Gazetteer		12 00
11	A. O. P. Nicholson	Advertising proposals for stationery, 15 squares weekly, 4 weeks		28 12
24	Gideon & Co	Subscription to Daily Republic from July 1, 1850, to July 1, 1853		30 00
25	H. D. Clute	2 copies of the American Lawyer and Form Book		3 00
26	Sarah Wills	New cane seats to 4 chairs		3 00
31	Washington and New Orleans Telegraph Company.	Message from J. C. Dobbin, Fayetteville, N. C., to C. W. Welsh, 25 words	95	
		Message to J. C. Dobbin, Fayetteville, N. C., from C. W. Welsh, 33 words	1 19	
				2 14
Sept. 1	W. P. Moran	Cash paid for hack-hire on public business		1 00
1	Magnetic Telegraph Company	Message to Commodore Gregory, Philadelphia, 22 words	66	
		Message to Commodore Stewart, Philadelphia, 9 words	30	
		Message from J. T. Smith, Boston, 10 words	90	
		Message to Commodore Gregory, Boston, 14 words	1 22	

		Message to Commodore Gregory, Boston, 27 words	2 26	
				17 27
16	Wallach & Hope	Advertising proposals for stationery		28 12
30	Joseph Gawler	Repairing chair	75	
		Making 4 dozen file-boards	2 40	
				3 15
30	Lindsay Muse	Extra attendance at the department at extra hours for the quarter ending with the 30th of September, 1854		25 00
30	Saml. Mickum	Horse-keeping for the quarter ending 30th of September, 1854		62 50
30	Washington and New Orleans Telegraph Company.	Message, 24 words, to Captain Breese, Norfolk	1 43	
		Message, 41 words, to T. Buffington, N. O	5 10	
		Message, 9 words, to G. S. Houston, Decatur, Ala	1 67	
				8 20
30	Lindsay Muse	Washing towels for the quarter ending 30th of September, 1854	6 00	
		For making 1 dozen towels	75	
				6 75
30	Magnetic Telegraph Company	Message, 30 words, from Commodore Gregory, Boston	2 50	
		Message, 4 words, from Commodore Gregory, Boston	90	
		Message, 19 words, to Commodore Gregory, Boston	1 71	
		Message, 13 words, from Commodore Gregory, Boston	1 14	
		Message, 19 words, to Captain Boarman, Brooklyn	1 07	
		Message, 21 words, to Captain Boarman, Brooklyn	1 17	
				8 49
Oct. 2	New York and Washington Printing Telegraph Company.	Message, 18 words, from J. Satterlee, N. Y	90	
		Message, 7 words, to W. L. Hudson, N. Y	50	
				1 40
10	Adams & Co	Transportation of 1 box		75
12	Aaron Talbott	Carrying 500 books from the pavement to the attic		37
12	R. Farnham	¼ ream of paper, assorted	3 00	
		200 letter envelopes, at 40 cents	80	
		150 note envelopes, at 15 cents	22	
		150 official envelopes, at 50 cents	75	
		1 gross commercial pens	3 00	
		3 dozen red tape, No. 19, at 37½ cents	1 12	
		3 dozen red tape, No. 15, at 15 cents	45	

STATEMENT—Continued.

Date.	To whom paid.	For what object.	Amount.	Total.
1854.				
Oct. 12	R. Farnham—Continued	3,000 white official envelopes, at $5	$15 00	
		Printing 3,000 white official envelopes, at $2 50	7 50	
		1 propelling pencil	38	
		1 ream despatch cap	7 00	
		1 penknife	1 50	
		1 pound gum arabic	1 00	
		5 reams first-class white laid letter paper, at $4	20 00	
		1 penknife	1 50	
		1 ream buff envelope paper	3 00	
		1 gross commercial pens	3 00	
		½ ream buff laid letter paper	2 00	
		1 ream buff laid note paper	3 00	
		500 buff envelopes, at 30 cents	1 50	
		1 penknife	1 50	
		Do	1 50	
		2 dozen penholders, at 50 cents	1 00	
		1 large gold pen	2 50	
		1 porcupine penholder, silver-mounted	1 00	
		1 gross commercial pens	3 00	
				$86 22
14	John Espey	Making 1 demy record-book, officers of ships-of-war, No. 51, at 75 cents per quire	4 50	
		Lettering 6 books, 3 titles each, at 75 cents	4 50	
				9 00
25	W. M. Morrison	1 Burnes's Military Dictionary	2 50	
		1 Alden's Index to South Carolina Reports, 3 volumes	18 00	
				20 50
30	Western Telegraph Company	Message to Commander Platt, Memphis, Tennessee	11 70	

31	Washington and New Orleans Telegraph Company.	Message, 16 words, to Commodore Newton, Pensacola, Florida	2 16	
		Message, 16 words, to H. Myers, Marietta, Georgia	2 30	
		Message, 11 words, to postmaster	1 76	
		Message, 14 words, from W. F. Groves, Marietta, Georgia	2 12	
		Message, 30 words, to Commodore Newton, Mobile	3 27	
				11 60
31	Magnetic Telegraph Company	Message, 16 words, from Commodore Gregory	1 38	
		Message, 17 words, to Commodore Merwine	85	
		Message, 7 words, to Captain Boarman, New York	50	
		Message, 17 words, from Captain Boarman, New York	85	
		Message, 26 words, to Mr. Vandyke, Philadelphia	78	
		Message, 8 words, from Mr. Vandyke, Philadelphia	30	
		Message, 18 words, to Commodore Gregory, Boston	1 54	
		Message, 19 words, to Commodore Gregory, Boston	1 62	
		Message, 8 words, from Commodore Gregory, Boston	90	
				8 72
Nov. 2	Franck Taylor	Royal Kalender, 1854	2 25	
		4 American Almanacs	6 00	
		1 British Army List and 2 British Navy Lists, January, 1854	3 25	
		British Army List, (large,) 1854	6 50	
		British Navy List, (large,)	2 75	
				20 75
3	John Pettibone	½ bushel ice daily, from April 24 to November 1, 164 days, at 25 cents per ½ bushel		41 00
4	Noell & Boyd	Putting down carpets in the Secretary's and chief clerk's rooms	3 00	
		Paid for hire of men to remove furniture in and out	1 25	
				4 25
8	Gales & Seaton	Advertising proposals for stationery, 13 squares, weekly 4 weeks		24 37
13	A. Hart	Repertory of Inventions, volume 21	8 00	
		Repertory of Inventions, volume 22	8 00	
				16 00
16	John W. Downes	Taking up, shaking and putting down passage carpet, and washing carpet		3 00
17	Adams & Co.	Freight on box		50
17	Charles E. Davis	One dozen soap		1 50
20	Adams & Co	Transportation of one box		1 00
25	Samuel Mickum	Cartage on box		50
27	Adams and Co.'s Express	Freight on box		50
29	Franck Taylor	3 years' subscription to De Bow's Review, for 1852, 1853, and 1854		15 00
30	Washington & N. O. Telegraph Co.	Message, 85 words, to Commodore Newton, Mobile		7 67

STATEMENT—Continued.

Date.	To whom paid.	For what object.	Amount.	Total.
1854.				
Nov. 30	New York and Washington Printing Telegraph Company.	Message, 34 words, from Wm. H. Davidge	$1 70	
		Message, 26 words, from Wm. H. Davidge	1 30	
		Message, 22 words, from W. H. Aspinwall	1 10	
				$4 10
Dec. 1	Joseph L. Savage	½ dozen mouse-traps	1 20	
		½ dozen mouse-traps	1 50	
				2 70
2	National Telegraph Company	Message to Hon. G. S. Houston, Tuscumbia, Alabama		5 37
13	H. Lewis	Freight on one box models, 67 feet, at 6 cents	4 02	
		Expenses paid in New York	50	
		Wharfage in Georgetown, D. C	30	
				4 82
19	C. Bohn	6 copies of the Department Directory and Register of Officers, &c		3 00
23	Littell, Son, & Co	Subscription to the Living Age for years 1853 and 1854, and ¾ of 1852		16 50
28	Clagett, Dodson, & Co	28¾ yards curtain damask, at $1 12½	32 34	
		66¼ yards cambric, at 12½ cents	8 34	
		50 yards gimp, at 25 cents	12 50	
				53 18
29	Samuel Mickum	Cash paid for carriage on books to the Capitol	12	
		Cash paid for cartage on box to railroad depot, and back to department, and again to depot	2 25	
		Cash paid Railroad Company for freight on box to Annapolis junction	75	
				3 12
29	Joseph Gawler	Making walnut writing desk	14 00	
		Furnishing cloth and putting it on desk	3 50	
				17 50
27	Parker & Spalding	2 glasses in cases	62	
		Lettering box to A. Vattemare, Paris	4 00	
				4 62
30	Samuel Mickum	Horse-keeping for the quarter ending December 31, 1854		62 50
30	Lindsay Muse	Washing towels for the quarter ending December 31, 1854		6 00

		Extra attendance at the department at extra hours for the quarter ending December 31, 1854		
30	Magnetic Telegraph Company	Message, 19 words, to W. H. Aspinwall, New York		25 00
		Message, 14 words, to Gilbert & Secor, New York	95	
		Message, 18 words, to C. Swackhamer, New York	70	
		Message, 10 words, to Captain Boarman, Brooklyn	90	
		Message, 26 words, to Lieut. F. Stanly, New York	62	
			1 30	
				4 47
1855.				
Jan. 2	Noell & Boyd	Making 4 suits of curtains	14 00	
		Furnishing 4 sets of loops, at 62½ cents	2 50	
		8 brass hooks	75	
		16 yards cord	64	
		4 brass slides	50	
		4 tassels, at 31¼ cents	1 25	
				19 64
2	Washington and N. O. Telegraph Co.	Message, 23 words, to Charles H. Thomas, Warrington, Florida		2 71
4	Joseph L. Savage	1 pair iron dogs	2 45	
		1 pair shovel and tongs	2 00	
		2 coal-hods	2 50	
				6 95
4	John B. Turton	Making and fitting 4 large mahogany sashes, Secretary's room	45 00	
		Putting spring on door	1 25	
		Making new strips, covered with baize, for 8 windows	4 50	
		Making large box for models of ships, and packing the same	6 75	
		Putting new strips, covered with cloth, around the door of the Secretary's room	2 62	
		Putting up hooks to hang hats and coats on	75	
		Removing brass hooks and putting them up again	37½	
		Putting new strips, covered with cloth, around door, Mr. Etheridge's room	2 62½	
		Repairing window-shade and putting it up again	2 00	
		Making screen and covering it with cloth	3 00	
				68 87
4	C. W. Boteler	1 dozen tumblers	2 25	
		1 pitcher	75	
				3 00
4	N. York & Washington Print. Tel. Co.	Message, 16 words, from New York to J. C. Dobbin		80
4	Franck Taylor	Hough on Courts Martial	8 50	
		Simmons on Courts Martial	5 25	
				13 75

STATEMENT—Continued.

Date.	To whom paid.	For what object.	Amount.	Total.
1855.				
Jan. 6	R. Farnham	6 letter-stamps	$1 00	
		1 gross gutta-percha pens	3 00	
		1 penknife	1 50	
		½ ream Carson's white laid cap-paper	1 50	
		5 reams Carson's white laid letter-paper, at $4	20 00	
		3,000 white official envelopes, at $5	15 00	
		Printing 3,000 white official envelopes, at $2 50	7 50	
		6 quart-bottles M. and N. ink, at 50 cents	3 00	
		6 quart-bottles Arnold's copying ink, at $1	6 00	
		1 dozen pieces silk taste	1 50	
		6 boxes quill pens	1 50	
		1 gold pen and holder	2 50	
		1,000 cream laid letter envelopes	4 00	
		1 gold pen and case	2 50	
		1 ream despatch cap	7 00	
		1 bottle Blackwood's copying ink	62	
		1 bottle Blackwood's record ink	62	
		1 bottle Jackson's record ink	63	
		2 reams envelope paper	6 00	
		2 reams despatch cap, at $7	14 00	
		1 penknife	1 50	
		1 office bell	2 50	
		1 Knox inkstand	75	
		½ dozen penholders	25	
		4 gross pens, assorted, at $3	12 00	
		4 dozen pens, at 25 cents	1 00	
		½ ream English amber note	2 00	
		250 English amber envelopes, at 62½ cents	1 56	
		1 foolscap alphabet	37	
		5 reams superfine white laid letter-paper, at $4	20 00	
		500 card envelopes	75	

	9	John Espey	Binding in Turkey morocco gilt 2 volumes Herndon's reports	6 00	
			Binding in Turkey morocco gilt 2 volumes Gibbon's reports	6 00	
					12 00
	30	*Southern Quarterly Review*	*1 year's subscription, from January, 1854, to January, 1855*		5 00
Feb.	1	Parry & McMillan	*Repertory of Inventions, volume 23*	8 00	
			Repertory of Inventions, volume 24	8 00	
					16 00
	1	Washington & New Orleans Teleg. Co.	Message, 26 words, to Commodore Rousseau, Pensacola		2 95
	6	D. J. Bishop	1 copy Whig Almanac, 1855		12
	19	Jesse F. Mann	Cash paid for hack-hire		75
	22	Adams & Co	Freight on package		1 00
	23	Washington & New Orleans Teleg. Co.	Message, 23 words, to Commander Engle, Pensacola		2 75
Mar.	1	Samuel Mickum	Cash paid for hack-hire	50	
			Do do	50	
			Do do	1 75	
					2 75
	3	Thomas C. Byrns	1 box matches, 12 dozen		3 50
	3	Jesse F. Mann	Cash paid sundry times for omnibus-hire		75
	6	Charles W. Welsh	Cash paid for 1 volume Achievements of the Blind	1 00	
			Cash paid for telegraph despatch from Commodore Gregory, on official business	1 00	
					2 00
	6	Adams & Co	Freight on box		5 00
	7	Comfort S. Whittlesey	1 thirty-day clock		20 00
	8	Joseph Gawler	Making 72 file-boards, at 5 cents		3 60
	9	Samuel Mickum	Hack and cart-hire		1 00
	14	Adams & Co	Freight on box, (charts of Ringgold's expedition)		7 87
	16	Washington & New Orleans Teleg. Co.	Message, 21 words, to Captain Breese		1 34
	19	United States Democratic Review	1 year's subscription, January, 1855, to December 31, 1855		5 00
	26	Washington & New Orleans Teleg. Co.	Message, 9 words, to Purser De Bree, Norfolk, Virginia		79
	28	Do do	Message, 19 words, to Captain Thomas Crabbe, Norfolk		1 24
	31	Samuel Mickum	Horse-keeping for the quarter ending March 31		62 50
	31	Magnetic Telegraph Co	Message, 18 words, to John Rudenstein, N. Y	90	
			Message, 10 words, to Commodore Storer, Philadelphia	30	
			Message, 21 words, to commandant navy yard, Philadelphia	63	
			Message, 39 words, from Wm. H. Gardner, Philadelphia	1 17	
			Message, 48 words, from Captain Stribling, Philadelphia	1 44	
					4 44

STATEMENT—Continued.

Date.	To whom paid.	For what object.	Amount.	Total.
1855.				
Mar. 31	Lindsay Muse	For extra attendance at the department at extra hours, for the quarter ending March 31, 1855	$25 00	
		For washing towels for quarter ending March 31, 1855	6 00	
				$31 00
April 3	Washington & New Orleans Teleg. Co.	Message, 18 words, to Norfolk, Virginia		1 19
		Message, 16 words, to Captain Breese, Norfolk, Virginia		1 09
3	House's Telegraph Company	Message, 13 words, to F. H. Gregory, Boston	1 14	
		Message, 52 words, to F. H. Gregory, Boston	4 26	
		Message, 28 words, to Captain Boarman, New York	1 40	
		Message, 38 words, to Commodore Stewart, Philadelphia	1 14	
		Message, 25 words, to W. H. Gardner, Philadelphia	75	
		Message, 23 words, to W. H. Gardner, Philadelphia	69	
		Message, 34 words, to W. H. Gardner, New York	1 70	
		Message, 51 words, from W. H. Gardner, New York	2 55	
		Message, 60 words, to Gardner, Engle, and Hartstene, New York	3 00	
		Message, 14 words, from D. B. Martin, Philadelphia	42	
				17 05
4	Washington and N. O. Telegraph Co.	Message, 23 words, from S. Barron, Gosport	1 44	
		Message, 40 words, from Captain Crabbe, Norfolk	2 29	
		Message, 26 words, from commandant navy yard, Norfolk	1 59	
				5 32
4	Adams & Co	Transportation of one box		3 75
4	Washington and N. O. Telegraph Co.	Message 27 words to Captain Breese, Norfolk		1 64
4	Charles W. Welsh	Postage paid on letters on public business addressed to him as chief clerk		1 65
5	Washington and N. O. Telegraph Co.	Message 22 words to Commodore Rousseau, Pensacola		2 63
6	R. Farnham	2 dozen steel pens	50	
		3 dozen Faber's pencils, at $1	3 00	
		12 Congressional Directories, at 37½ cents	4 50	
		1 pound prepared gum	75	
		1 4-bladed penknife	1 50	
		1 gold pen and case	2 50	

		1 penknife	1 50	1
		1 penknife	1 50	
		1 pair small shears	25	
		1 large gold pen	2 00	
		1 ream Bath letter paper	4 00	
		5 pounds hemp twine, at 20 cents	1 00	
		1 small inkstand	50	
		1 sand-box	8	
		1 dozen silk taste	1 50	
		5 pounds sealing-wax, at $1 50	7 50	
		1 ream envelope paper	3 00	
		2 reams Carson's white laid letter paper	8 00	
		1 ream sup. laid note paper	3 00	
		500 cream laid envelopes	75	
		2 gross steel pens, at $3	6 00	
		1 ream hardware paper	4 00	
		2 reams O. & H.'s blue laid letter paper, at $4	8 00	
		2 large letter-clips	3 00	
		1 penknife	1 50	
		6 reams copying paper, at $1 50	9 00	
		6 dozen red tape No. 25, at 50 cents	3 00	
		1 ream note paper	3 00	
		1,000 extra large and heavy official envelopes	9 00	
		2 inkstands	1 25	
		500 sup. white official envelopes	2 50	
		Printing ... do ... do	1 25	
		5 reams sup. white laid letter paper	20 00	
		500 double-size envelopes to order	12 50	
		1 gross commercial pens	3 00	
		1 pound gum arabic	1 00	
			7	$135 33
7	Washington and N. O. Telegraph Co	Message 10 words to Edward T. Dunn, Norfolk		79
10	Proprietors of Silliman's Journal	Subscription for 1854		5 00
12	Adams & Co	Transportation of two boxes		1 50
13	Washington and N. O. Telegraph Co	Message 23 words to Captain Breese, Norfolk, Va		1 44
16	Joseph Gawler	Making 100 paper file-boards, at 5 cents		5 00
25	Samuel Mickum	Cash paid Southern Telegraph, message to Captain Breese		79
27	John B. Turton	Making, painting, and glazing 4 large inside window-sashes		48 00
29	Edwin Green	Mahogany fire-screen		10 00

STATEMENT—Continued.

Date.	To whom paid.	For what object.	Amount.	Total.
1855.				
April 30	N. Y. & Wash. Printing Telegraph Co..	Message 75 words from W. H. Gardner, New York	$3 75	
		Message 26 words from W. H. Gardner, New York	1 30	
		Message 25 words from F. H. Gregory, Boston	2 10	
		Message 20 words to F. H. Gregory, Boston	1 70	
		Message 51 words to C. Boarman, New York	2 55	
		Message 14 words from C. Boarman, New York	70	
		Message 16 words to F. H. Gregory, Boston	1 38	
		Message 8 words to F. H. Gregory, Boston	90	
		Message 6 words to T. Dillard, Philadelphia	30	
		Message 12 words to F. H. Gregory, Boston	1 06	
		Message 14 words to F. H. Gregory, Boston	1 22	
				$16 96
May 1	Magnetic Telegraph Company	Message 3 words to Lieutenant Hartstene, Philadelphia	30	
		Message 5 words to Commodore Stewart, Philadelphia	30	
		Message 9 words from Commodore Stewart, Philadelphia	30	
		Message 20 words to F. H. Gregory, Boston	1 70	
		Message 3 words from F. H. Gregory, Boston	90	
		Message 21 words from S. B. Wilson, Boston	1 78	
		Message 14 words to Commodore Stewart, Philadelphia	42	
		Message 6 words to H. Newell, Philadelphia	30	
		Message 5 words to Commodore Wilson, Boston	90	
		Message 15 words from Commodore Wilson, Boston	1 30	
				8 20
2	Joseph L. Savage	1 pair shovel and tongs	1 50	
		1 painted tub	1 00	
		1 spittoon	63	
		1 double duster	1 00	
				4 13
2	John Wagner	Framing picture		2 00
3	William P. S. Sanger	Cash paid for 2 gross harp-pens		1 00
4	Adams's Express Co	Transportation of package		75

11	Mary Derick	Scouring Secretary's room		1 00
11	Joseph L. Savage	Ice-pitcher	5 50	
		Waiter	1 00	
				6 50
17	Adams & Co.'s Express	Transportation of box		2 50
19	William Pierre	Taking up passage carpet, beating and shaking same, and washing passage	3 50	
		Beating and shaking 2 carpets	1 50	
		Moving large passage stove, &c	50	
		2 pounds tobacco, and putting it away with carpet	50	
				6 00
19	Mary Derick	Cleaning floor matting in Secretary's room		50
26	William G. Bitner	Repairing 5 locks and furnishing one key	1 50	
		2 new locks	1 75	
		Opening lock and furnishing new key	87	
				4 12
28	Adams & Co.'s Express	Transportation on box		2 25
June 2	Magnetic Telegraph Company	Message 12 words, from Abner Howes, New Orleans		2 74
2	Noell & Boyd	Making and putting valences to 4 windows in Secretary's room	7 00	
		Taking down Secretary's curtains and packing in tobacco	75	
		Laying 180 yards of matting in passage, at 7 cents	12 60	
		Laying 26 yards in chief clerk's room	1 82	
		Making cover to chandelier, Secretary's room	75	
		Fitting oilcloth to passage and desks	2 00	
		Furnishing 43 yards picture cord	3 44	
		Putting up 22 pictures	3 00	
				31 36
2	John B. Turton	Making 2 pair large Venetian blinds in Secretary's room, with hinges, &c.	23 00	
		Putting pieces round the outside of frame	1 25	
		Repairing Venetian doors and hanging them, and putting on spring	2 62	
		Putting bolt and plate on Venetian door	38	
		Making 2 pair large Venetian blinds for chief clerk's room, with hinges and fastenings	23 00	
		Taking out 6 large inside window-sashes and strips	2 00	
				52 25
7	James H. Murdock	8 patent propelling pencils and leads, at 50 cents		4 00
		1 engraved portrait of Chief Justice Taney, with frame	6 50	
		2 propelling pencils and 2 boxes of leads	1 00	
				7 50
9	Clagett, Dodson, & Co	3 cocoa mats, at $2; 3 ditto, at $1 75		11 25

STATEMENT—Continued.

Date.	To whom paid.	For what object.	Amount.	Total.
1855.				
June 11	Adams & Co	Freight on package		$1 00
11	Daniel D. Davidson	1st volume Irving's Life of Washington		2 00
15	Gales & Seaton	Daily National Intelligencer, from July 4, 1854, to July 4, 1855—2 copies		20 00
25	William Bell	Hack-hire, on business of the department		1 00
20	Adams & Co	Transportation and expenses of 1 box from New York		4 25
30	Do	Freight on box from New York		2 25
30	Lindsay Muse	Extra attendance at the department at extra hours, for the quarter ending June 30, 1855		25 00
30	New York and Washington Printing Telegraph Company.	Message, 28 words, to Commodore Mayo, Portsmouth, N. H	$2 72	
		Message, 15 words, to Captain Boarman, New York	75	
		Message, 9 words, to Commodore Gregory, Boston	90	
		Message, 8 words, from Commodore Gregory, Boston	90	
		Message, 25 words, from Captain Boarman, New York	1 25	
		Message, 23 words, to G. Manning, New York	1 15	
		Message, 29 words, to Captain Boarman, New York	1 45	
				9 12
30	Samuel Mickum	Horse-keeping, for the quarter ending June 30, 1855	62 50	
		Cash paid for rat poison	50	
				63 00
30	Lindsay Muse	Washing towels, for the quarter ending June 30, 1855		6 00
July 2	A. O. P. Nicholson	Daily Union, from July 1, 1854, to July 1, 1855		10 00
2	Samuel Redfern	1 box blacking	10	
		2 brooms	75	
		1 shoebrush	50	
		1 cooler	62	
		1 bucket	62	
				2 59
3	Washington City Post Office	Box rent, from July 1, 1854, to June 30, 1855		6 00
5	Charles W. Welsh	Cash paid for carriage hire, on business of the department		1 50
6	Clagett, Newton, May & Co	1 dozen buckskin towels	3 50	

		1 piece tape	6	
7	R. Farnham	1 penknife	1 50	3 56
		1 ....do	1 50	
		5,500 white official envelopes, at $5	27 50	
		Printing the same, at $2 50	13 75	
		2 reams heavy despatch cap, at $7	14 00	
		1 ream yellow envelope paper	3 00	
		2 inkstands	1 37	
		100 official white envelopes	50	
		1,000 note envelopes	1 50	
		2 erasers	34	
		2 reams O. & H.'s white Congress letter paper, at $4	8 00	
		6 dozen red tape, No. 25, at 50 cents	3 00	
		3 dozen Faber's pencils, at $1	3 00	
		1 gold pen and case	2 50	
		1 penknife	1 50	
		1 office bell	1 75	
		1 ream white laid letter paper	4 00	
		1,000 white letter envelopes	4 00	
		6 quart bottles Bryan & Wilcox's ink, at 50 cents	3 00	
		5 reams white laid letter paper, at $4	20 00	
		1 4-blade penknife	1 50	
		1 ream copying paper	1 50	
		1 ream buff envelope paper	3 00	
				121 71
9	Jesse F. Mann	Omnibus fare, on business of the department	75	
		Hack-hire, on business of the department	25	
				1 00
13	W. D. Wallach	Advertising proposals for stationery, 20½ squares weekly, 4 weeks		41 00
	A. O. P. Nicholson	Advertising proposals for stationery, 13 squares weekly, 4 weeks	24 38	
		30 copies of the Union	1 00	
				25 38
				1,954 14

Bureau of Yards and Docks.

1854.				
Aug. 25	H. D. Clute	1 copy of the American Form Book		1 50
26	Sarah Wills	Putting new cane-seats to four chairs		3 00

STATEMENT—Continued.

Date.	To whom paid.	For what object.	Amount.	Total.
1854.				
Sept. 30	James H. Ferguson	Washing towels for the quarter ending September 30, 1854		$3 00
Oct. 12	R. Farnham	500 buff letter envelopes	$1 25	
		1 paper folder	25	
		2 pieces patent rubber	25	
		½ gross steel pens	1 00	
		2 reams blue laid letter-paper, at $4 50	9 00	
		500 buff official envelopes	2 50	
		1 ream laid note paper	2 50	
		500 laid note envelopes	1 25	
		2 quarts black sand	25	
		1 ream buff envelope paper	4 00	
		2 wisps	62	
		2 reams O. & H.'s foolscap paper, at $3 50	7 00	
		10 sheets antiquarian drawing-paper, at 80 cents	8 00	
		1 dozen Faber's drawing-pencils	1 00	
		2 cards Perry's drawing-pens, at 75 cents	1 50	
		1 penknife	1 50	
		5 quires letter and 5 quires cap paper	2 00	
		1 bottle red ink	25	
		1 bottle black ink	25	
		2 pieces India rubber	20	
		1 stick India ink, large size	38	
		¼ pound gum arabic	25	
		Towels	1 75	
		½ quire blotting-paper	19	
		500 buff official envelopes	2 50	

		2 quires buff drawing-paper	60	
		2 quires letter-paper	50	
		½ dozen China saucers	75	
		2 inkstands	1 25	
		500 buff letter envelopes	1 50	
		2 reams superfine Congress letter-paper, at $4	8 00	
		1 ....do.....do.....cap paper	3 00	
		500 official envelopes	2 50	
		500 buff letter envelopes	1 50	
				84 39
July 27	John Espey	Binding Army Register	75	
		Making 31 morocco tags, at 20 cents	6 20	
		Binding Daily National Intelligencer, 2 volumes	6 00	
				12 95
Oct. 21	Lutz & Beall	1 mail-bag		5 00
25	Franck Taylor	1 American Almanac		1 25
Dec. 19	C. Bohn	6 copies of Department Directory and Register of Officers, &c		3 00
30	James H. Ferguson	Washing towels for the quarter ending December 31, 1854		3 00
1855.				
Jan. 4	John B. Turton	Putting new strips covered with baize to windows		1 62
6	R. Farnham	2 penknives, at $1 50	3 00	
		1 gross steel pens	3 00	
		1 box matches	75	
		2 reams O. & H.'s foolscap paper, at $3	6 00	
		1 ream buff envelope paper	3 00	
		250 white laid letter envelopes, at 40 cents	1 00	
		6 blank books, assorted	1 50	
		1 dozen white rubber	50	
		2 pounds gum arabic, at $1	2 00	
		8 dozen red tape, No. 19, at 37½ cents	3 00	
		500 white official envelopes	2 50	
		1 tin box (for letters)	1 00	
		1 trunk	2 50	
		3 blank memorandum books	38	
		1 bell	2 50	
		1 penknife	1 50	
		6 sheets blotting boards	38	
		500 cream laid letter envelopes, at 40 cents	2 00	
		2 reams foolscap paper, $6; 2 balls linen thread, 38 cents	6 38	

STATEMENT—Continued.

Date.	To whom paid.	For what object.	Amount.	Total.
1855.				
Jan. 6	R. Farnham—Continued	1 pound gum arabic	$1 00	
				$43 89
16	Noell & Boyd	Trimming three large inside Venetian blinds		7 50
Mar. 8	Joseph Gawler	321 file-boards, at 3½ cents		11 23
7	Isaac Ten Eyck	2 copies City Directory		3 00
31	James H. Ferguson	Washing towels for the quarter ending March 31, 1855		3 00
April 6	R. Farnham	3 Congressional Directories, at 37½ cents	1 12	
		3 reams blue laid letter-paper, at $4	12 00	
		500 buff envelopes, at 30 cents	1 50	
		2 dozen lead pencils, at $1	2 00	
		1 pen moistener	50	
		1 penknife	1 50	
		500 white official envelopes	2 50	
		1 ream blue ruled cap paper	3 00	
				24 12
May 2	W. P. S. Sanger	Cash paid for 2 gross of "harp" pens		1 00
31	National Telegraph Company	Message, 71 words, to C. T. Platt, Memphis, Tenn	11 15	
		Message, 26 words, to C. T. Platt, Memphis, Tenn	4 04	
				15 19
June 7	J. H. Murdoch	1 dozen patent propelling pencils, and 1 dozen boxes leads, at 50 cents		6 00
11	Danl. D. Davidson	1 copy of Irving's "Life of Washington"		2 00
30	Gales & Seaton	Daily National Intelligencer, from July 1, 1854, to July 1, 1855		10 00
30	Jas. H. Ferguson	Washing towels for the quarter ending June 30, 1855		3 00
July 3	Washington City Post Office	Box-rent from July 1, 1854, to June 30, 1855		6 00
7	R. Farnham	4 reams blue ruled cap paper, at $3	12 00	
		1 ream note paper	3 00	
		500 buff official envelopes, at 50 cents	2 50	
		250 letter envelopes, buff	75	

6 sheets elephant drawing paper	30
3 quires blotting paper	75
1 bottle red ink	25
1 bottle Japan ink	50
35 yards of muslin, at 22 cents	7 70
1 dozen Faber's lead-pencils	1 00
3 cards lithographic pens, at 25 cents	75
1 cake crimson lake	50
1 cake Indian red	25
1 cake Prussian blue	38
1 piece India ink, large size	37
1 cake gamboge	25
Sponge	37
Sand-paper	38
2 files	38
1 brush	37
½ pound gum arabic	25
1 hammer	37
1 penknife	1 50
1 gum brush	25
½ pound glue	10
1 glue-pot	75
½ ream foolscap paper	75
¼ ream letter paper	1 00
75 buff letter envelopes	25
3 quires cartridge paper	75
2 gross pens	6 00
3 pen-holders	18
1 pair paper shears	25
1 dozen black sand	75
12 quart bottles M. & N.'s black ink	6 00
1 ivory folder	25
½ dozen red pencils	12
1 gross steel pens	3 00
1 ream buff envelope paper	3 00
500 buff letter envelopes	1 50
500 white letter envelopes	2 00
500 buff official envelopes	2 50
1 box seals	25

STATEMENT—Continued.

Date.	To whom paid.	For what object.	Amount.	Total.
1855.				
July 7	R. Farnham—Continued	1 penknife	$1 50	
		100 quills	2 50	
		4 boxes seals	1 00	
		1 brush	25	
		1 ream blue laid letter paper	4 00	
		1 gross Perry's pens	3 00	
		1 dozen penholders	50	
		½ pound wafers	25	
				$93 52
				348 16
		Bureau of Ordnance and Hydrography.		
1854.				
Aug. 9	Clagett & Dodson	1 dozen towels	3 00	
		Hemming ditto	75	
				3 75
24	Gideon & Co	Daily Republic, from July 1, 1850, to July, 1853		30 00
25	H. D. Clute	1 American Form-book		1 50
Sept. 5	A. O. P. Nicholson	Daily Union, from August 29, 1853, to August 29, 1854		10 00
30	Henry Neal	Washing towels for the quarter ending September 30, 1854		3 00
Oct. 7	John Espey	Making 24 guard-books, cap size, at $1 each	24 00	
		Binding estimates for 1855–'56	1 50	
		Labels for same	25	
				25 75
12	R. Farnham	100 No. 80 quills	2 50	
		1 ream heavy despatch cap	7 00	
		6 dozen steel pens, at 25 cents	1 50	
		6 dozen red tape, No. 19, at 37½ cents	2 25	
		12 sheets imperial drawing-paper, at 10 cents	1 20	
		2 dozen Faber's drawing-pencils, at $1	2 00	

		375 cream laid envelopes, at 40 cents	1 50	
		6 dozen steel pens, at 25 cents	1 50	
		½ ream superfine note-paper	1 50	
		1 gross quill pens	8 00	
		1 eraser	17	
		1 Draper's patent inkstand	75	
				24 87
Nov. 4	Donn & Brother	1 cut tumbler	50	
		1 bell	75	
		1 dust-pan	38	
		1 brush	63	
		1 fire-carrier	75	
		Soap and wisp-brushes	1 38	
		1 coal-hod	1 50	
		Matches	15	
		2 papers tacks	20	
		1 shovel	25	
				6 49
Dec. 6	Wm. J. Williams	Fixing 1 box	50	
		Putting frame on chair	1 25	
		Fixing 1 box	1 00	
		Making 1 box	1 00	
		Making 3 boxes	3 00	
		12 rods (rollers for drawings)	1 50	
				8 25
9	A. H. Gatton	Carting box of books to express office	50	
		1 pound of candles	50	
		1 broom	37	
				1 37
19	C. Bohn	3 copies of the Department Directory and Register of Officers, &c.		1 37
28	Clagett, Dodson, & Co	2¾ yards oil-cloth, at 56 cents	1 55	
		2 yards oil-cloth, at 75 cents	1 50	
				3 05
30	Henry Neal	Washing towels for the quarter ending December 31, 1854		3 00
1855.				
Jan. 4	John B. Turton	Making and putting up shelf, and having the same painted		1 37
6	R. Farnham	100 buff letter-envelopes	30	
		2 penknives, at $1 50	3 00	
		1 ream despatch cap	7 00	

STATEMENT—Continued.

Date.	To whom paid.	For what object.	Amount.	Total.
1855.				
Jan. 6	R. Farnham—Continued	1 gross steel pens	$3 00	
		½ dozen patent rubber	75	
		1 ream wrapping-paper	50	
		450 cream laid letter-envelopes, at 40 cents	1 80	
		500 buff official envelopes	2 50	
		1 ream superfine Congress letter-paper	4 00	
		1 gold pen and case	2 50	
		1 penknife	1 50	
		1 Draper's inkstand	75	
		1 ball of twine	25	
		1 dozen drawing-pencils	1 00	
		3 quart-bottles black ink	1 50	
		6 quires blotting-paper	60	
		½ ream ruled note-paper	1 50	
		1 ream superfine letter-paper	4 00	
		3 quart-bottles black ink	1 50	
		2 reams copying paper	3 00	
				$40 95
8	John Espey	Binding Naval Armament, octavo	75	
		Binding report of Lieutenant Dahlgren, quarto	1 50	
		Binding 2 volumes Smithsonian, octavo	1 50	
		Binding 2 volumes China, octavo	1 50	
		Binding 1 volume Patent Office Report, octavo	75	
		Making 6-quire demy book, lettered "Letters to Commandants," No. 6	4 50	
		9 labels in the same	2 25	
		10 morocco tags	2 50	
				15 25
8	John Espey	1 6-quire demy book, lettered, for contracts and bonds, No. 9		4 50
Mar. 31	Henry Neal	Washing towels for the quarter ending March 31, 1855		3 00
April 6	R. Farnham	4 Congressional Directories	1 50	
		1 piece of sponge	38	

		1 ream envelope-paper		8 00	
		1 ream wrapping-paper		50	
		1 gross of pens		3 00	
		½ ream Bath letter-paper		2 00	
		2 dozen papers black sand		1 00	
		20 yards tracing cloth, at 40 cents		8 00	
		2 dozen Faber's drawing pencils		2 00	
		1 dozen drawing pens		50	
		3 reams despatch cap, at $7		21 00	
		500 official envelopes, at 50 cents		2 50	
		200 cream laid letter envelopes, at 40 cents		80	
		1 penknife		1 50	
		Sponge		38	
		¼ pound wafers		25	
		1 ream superfine Congress letter paper		4 00	
					52 31
June 2	John B. Turton	Taking out three inside double window-sashes and strips to windows			1 12
7	J. H. Murdoch	½ dozen patent propelling pencils and leads, at 50 cents			3 00
9	Clagett, Dodson, & Co	80 yards matting, at 31¼ cents		25 00	
		1 piece of binding		38	
					25 38
30	Henry Neal	Washing towels for the quarter ending June 30, 1855			3 00
July 2	Noell & Boyd	Tacking down 80 yards matting, at 7 cents per yard		5 60	
		Removing furniture		2 50	
					8 10
3	Washington City post office	Box rent from July 1, 1854, to June 30, 1855			6 00
7	R. Farnham	1 piece ink eraser		12	
		500 official buff envelopes		2 50	
		250 buff letter envelopes		75	
		250 white ....do		1 00	
		1 gross steel pens		3 00	
		4 pieces silk taste		50	
		1 dozen penholders		50	
		½ ream Bath letter paper		2 00	
		¼ ream ruled note paper		75	
		1 penknife		1 50	
		6 sheets antiquarian drawing paper, at 80 cents		4 80	
		½ dozen carmine ink		1 50	
		1 penknife		1 50	

STATEMENT—Continued.

Date.	To whom paid.	For what object.	Amount.	Total.
1855.				
July 7	R. Farnham—Continued	500 buff official envelopes	$2 50	
		2 reams despatch cap, at $7	14 00	
		1 ream superfine blue letter paper	4 00	
				$40 92
				327 30
		Bureau of Construction, Equipment, and Repair.		
1854.				
Aug. 9	Clagett & Dodson	2 3-9 square yards oil-cloth, at $1 25		2 92
9	John Simms	12½ yards toweling, at 14 cents	1 75	
		Making up the same	1 50	
				3 25
9	Clagett & Dodson	38½ yards ingrain carpeting, at $1		38 50
24	Gideon & Co	Subscription to Daily Republic from July 1, 1850, to July 1, 1853		30 00
Sep. 30	John Simms	Washing towels for the quarter ending with the 30th of September, 1854		3 00
Oct. 12	R. Farnham	1 knife hone	63	
		2 pounds gum arabic, at $1	2 00	
		2 gross steel pens, at $3	6 00	
		1 dozen Gillott's mapping pens	25	
		1 porcelain slate	1 25	
		1 dozen penknives	18 00	
		6 quart bottles Arnold's copying ink, at $1	6 00	
		½ dozen bottles carmine ink, at $3 per dozen	1 50	
		3 tumblers	75	
		1 gross steel pens	3 00	
		2 brushes	25	
		4 reams superfine 1st class letter paper, at $4	16 00	
		1 ream heavy despatch cap	7 00	
		1 ream envelope paper	3 00	
		1 ream note paper	3 00	

		1 dozen papers black sand	38	
		1 inkstand	62	
		6 Green's ink erasers, at 12½ cents	75	
		500 white official envelopes	2 50	
		1 dozen carmine ink	3 00	
		1,000 wax matches	75	
		1 dozen Faber's lead pencils	1 00	
		2 dozen pieces rubber	1 00	
		6 boxes matches	12	
				78 75
25	F. Taylor	American Almanac, 1854		1 25
Nov. 4	Noell & Boyd	Sewing 36½ yards three-ply carpet, at 10 cents per yard	3 65	
		Fitting oil-cloth to doors and desks	50	
		Binding carpet, 28 yards, at 8 cents per yard	2 24	
		Removing furniture in and out	75	
				7 14
13	John Wood	Cleaning two carpets for office of Engineer-in-Chief		1 00
14	John B. Turton	Putting new pieces on bottom of chairs and rollers on one of them	1 75	
		Altering case	75	
		Altering case for large books, taking off the back and putting on shelf	1 62½	
		Repairing leg of chair and putting on new castors	1 25	
		Making large packing-box	1 37½	
		Putting morocco bottom in chair	1 50	
		Putting hook in ceiling and new cord to map and hooks in frame	1 25	
		Putting partition and shelf in drawer of table	50	
		Putting divisions in bookcase	5 00	
		Furnishing cloth and covering writing-desk	4 25	
		Fixing bookcase	75	
		Making writing-desk and covering with cloth	7 50	
		Making large box to keep wood in	3 62	
		Making box to pack model of mast in	75	
				31 87
Dec. 28	Clagett, Dodson, & Co	36½ yards 3-ply carpeting, at $1 25	45 63	
		Thread and binding	1 00	
		6½ yards oil-cloth, at $1 25	8 13	
				54 76
30	John Simms	Washing towels for the quarter ending December 31, 1854		3 00

STATEMENT—Continued.

Date.	To whom paid.	For what object.	Amount.	Total.
1855.				
Jan. 2	L. J. Middleton	20 bushels and 1 peck ice, from June to December 14, at 50 cents	$10 12	
		10 bushels ice for office of Engineer-in-chief, from June 7 to Nov. 30, at 50 cents	5 00	
				$15 12
4	Franck Taylor	1 American Almanac, 1854	1 25	
		Artisan, Mechanics' Magazine and Practical Mechanic, 1854, and freight and duties on ditto	21 15	
				22 40
6	R. Farnham	100 No. 80 quills	2 50	
		1 paper tacks	6	
		1 broom	38	
		500 cream laid letter envelopes	2 00	
		1 paper tacks	12	
		1 ream white laid letter paper	4 00	
		1 ream O. & H.'s cap paper	3 00	
		1 dozen pen-holders	50	
		1 set Opinions Attorneys General, 5 volumes	15 00	
		1 ream sup. ruled Congress letter paper	4 00	
		6 reams ditto ditto ditto	24 00	
		½ ream note paper	1 50	
		1 gross Gillott's pens	3 00	
		500 white official envelopes	2 50	
		1 brush	1 25	
		1 ream copying paper	1 50	
		1 penknife	1 50	
				66 81
31	C. Bohn	2 copies Department Directory		1 00
31	Samuel Hamme	Making 1 closet		18 00
Mar. 8	Taylor & Maury	Large medium record-book	10 50	
		Cutting alphabet and putting titles	1 00	
				11 50

		6 quart-bottles copying-ink	6 00	
		500 white official envelopes	2 50	
		500 white letter envelopes	2 00	
		24 yards tracing-cloth, at 40 cents	9 60	
		48 sheets tracing paper, at 10 cents	4 80	
		1 pound cotton twine	40	
		6 pieces patent white rubber	75	
		1 pair andirons	2 25	
		3 quart-bottles M. & N.'s ink	1 50	
		3 ---- do ---------- do ---- copying-ink	3 00	
		2 gross Perry's pens, at $3	6 00	
		1 gross electro-pens	3 00	
		½ ream despatch cap paper	3 50	
		1 pump inkstand	50	
		1 ream despatch cap paper	7 00	
		1 ream sup. white laid letter paper	4 00	
		1 dozen lead pencils	1 00	
		1 ream note paper	3 00	
		1 gross pens	3 00	
				66 42
May 3	James Kelly	Repairing water-cooler	1 50	
		Repairing water-cooler and furnishing new stone jar	2 50	
				4 00
June 11	Daniel D. Davidson	1st volume Irving's Life of Washington		2 00
12	Adams & Co	Freight on box from Philadelphia		1 00
15	James Wright	Transportation of box to navy yard, Washington		1 00
30	John Simms	Washing towels for the quarter ending June 30, 1855		3 00
30	Magnetic Telegraph Company	Message 9 words to Captain Boarman, Brooklyn	62	
		Message 12 words to Commodore Stewart, Philadelphia	48	
		Message 6 words to F. H. Gregory, Boston	90	
		Message 10 words to Captain Boarman, Brooklyn	62	
				2 62
July 3	Washington City Post Office	Box rent from July 1, 1854, to June 30, 1855		6 00
7	R. Farnham	1 inkstand	50	
		1 ream envelope paper	3 00	

STATEMENT—Continued.

Date.	To whom paid.	For what object.	Amount.	Total.
1855.				
July 7	R. Farnham—Continued	½ dozen red tape, No. 17, at 20 cents	$1 20	
		½ dozen red tape, No. 21, at 15 cents	90	
		2 blank-books, at $1 50 and 75 cents	2 25	
		1 dozen black sand	38	
		6 memorandum-books, at 10 cents	60	
		2 dozen blank-books, at $5 per dozen	10 00	
		¼ ream note paper	75	
		100 envelopes	40	
		1 broom	50	
		500 white official envelopes	2 50	
		500 white letter envelopes	2 00	
		1 pound gum arabic	1 00	
		½ ream imperial writing paper	10 00	
		Ruling ½ ream imperial writing paper, red and faint	3 50	
		1 ruler	38	
		6 dozen tape, No. 15	90	
		6 dozen tape, No. 19	2 22	
		500 white official envelopes	2 50	
				$45 48
				524 79
		Bureau of Provisions and Clothing.		
1854.				
July 18	Rezin Magruder	Shaking and beating 3 carpets, at 75 cents each		2 25
Aug. 1	Magnetic Telegraph Company	Message, 20 words, to Captain Boarman, Brooklyn	1 12	
		Message, 25 words, to Captain Boarman, Brooklyn	1 37	
				2 49
7	Joseph Gawler	Making inkstand	2 25	
		Repairing book-case	1 25	
		Do	1 00	

		repairing and altering case	10 00	
				16 75
8	J. E. Latham	One piece Russia diaper		1 50
31	Magnetic Telegraph Company	Message, 18 words, to W. T. Crook, Philadelphia	54	
		Message, 16 words, to Fred. Stokes & Co., Philadelphia	48	
		Message, 15 words, to H. Vanarman, Troy	1 27	
		Message, 15 words, to H. Slocum, Troy	1 27	
		Message, 15 words, to Russell Sage, Troy	1 27	
		Message, 7 words, from R. B. Hitchcock, Boston	90	
		Message, 34 words, to Commodore Gregory, Charlestown	2 82	
		Message, 21 words, to R. B. Hitchcock, Charlestown	1 78	
		Message, 28 words, from R. B. Hitchcock, Charlestown	2 18	
		Message, 51 words, to Commodore Gregory, Charlestown	4 18	
				16 69
Sept. 30	Magnetic Telegraph Company	Message, 16 words, from F. H. Gregory, Boston	1 38	
		Message, 17 words, to F. H. Gregory, Boston	1 46	
				2 84
30	David Rich	Washing towels for the quarter ending 30th September, 1854		3 00
30	Washington and New Orleans Telegraph Company.	Message, 26 words, to Commodore Rousseau, Pensacola, Fla		2 95
Oct. 10	T. C. Burns	One dozen toilet soap	1 50	
		Lucifer matches	50	
				2 00
12	R. H. Jewelle & Co	1 set of cane-seat chairs		8 50
12	R. Farnham	1 spring inkstand	38	
		½ ream ruled note paper	1 50	
		100 white laid letter envelopes	40	
		100 No. 80 quills	2 50	
		5 penknives, at $1 50	7 50	
		1 quart bottle black ink	50	
		1 bottle carmine ink	25	
		½ pint bottle Arnold's red ink	38	
		2 dozen red tape, No. 17, at 20 cents	40	
		1 spring inkstand	50	
		4 reams superfine Congress letter paper, at $4	16 00	
		100 No. 80 quills	2 50	
		2 reams copying paper, at $1 50	3 00	
		1 ream foolscap	3 00	
		1 gold pen and case	2 50	

STATEMENT—Continued.

Date.	To whom paid.	For what object.	Amount.	Total.
1854.				
Oct. 12	R. Farnham—Continued	5 quires folio-post ruled to pattern	$1 75	
		1 pound superfine sealing-wax	1 50	
		200 superfine cream-laid letter envelopes, at 40 cents	80	
		50 superfine cream-laid note envelopes	8	
		100 white official envelopes	50	
		Printing 100 white official envelopes	1 25	
		2 pieces patent rubber	25	
				$47 44
14	John Espey	Lettering 3 books	75	
		Making 4 4-quire demy books, bound in Russia and cloth sides	6 00	
		23 tags, and morocco alphabet for the same	5 60	
		Making 2 3-quire cap books, bound in morocco	3 75	
		Fitting blotter	25	
				16 35
20	Aaron Talbott	Assistance rendered in removing office furniture		75
25	Franck Taylor	American Almanac, 1854		1 25
31	Magnetic Telegraph Company	Message, 9 words, to Commodore Gregory, Boston	90	
		Message, 11 words, from Commodore Gregory, Boston	98	
		Message, 9 words, to Commodore Gregory, Boston	90	
		Message, 14 words, to C. Swackhamer, New York	70	
		Message, 15 words, to C. Swackhamer, New York	75	
				4 23
Nov. 11	Chas. Kummer	Covering and repairing chair	4 00	
		Stuffing chair cushion	75	
		Altering book-case	5 00	
		Repairing table	5 00	

Nov. 8	Edwin Green	Repairing book-shelf[illegible] large desk	10 00	
			2 00	
				12 00
29	Charles Kummer	Making cherry case for blanks		30 00
Dec. 1	Hoos, Brother, & Co	55½ yards velvet carpet, at $2	110 50	
		54½ yards Brussels carpet, at $1 62	88 56	
		13½ square yards oilcloth, at $1 25	16 88	
		Cash paid, upholsterer's bill	16 21	
		1 Chenille rug	8 00	
		1 do	6 00	
				246 15
19	C. Bohn	6 copies Department Directory and Register of Officers, &c		3 00
30	David Rich	Washing towels, for the quarter ending December 31, 1854		3 00
1855.				
Jan. 2	Magnetic Telegraph Company	Message, 15 words, to Captain Boarman, Brooklyn	87	
		Message, 11 words, to Commodore Gregory, Boston	98	
		Message, 14 words, from Commodore Gregory, Boston	1 22	
				3 07
2	L. J. Middleton	22 bushels ice, delivered from June 1 to Dec. 31, 1854		11 00
4	John B. Turton	Making and fitting 4 large sashes to windows, and having them painted and glazed	48 00	
		Taking down and putting up window shades, and nailing up brackets	1 75	
				49 75
6	R. Farnham	1 gold pen and case	2 50	
		1 penknife	1 50	
		2 reams envelope paper	6 00	
		1,000 official white envelopes	5 00	
		Printing ditto	2 50	
		950 official white envelopes	4 75	
		Printing ditto	2 50	
		1 memorandum book	36	
		1 do	19	
		1 calendar	75	
		1 ream letter paper	4 00	
		250 letter envelopes, at 40 cents	1 00	
		1 penknife	1 50	
		1 ream foolscap	3 00	
		1 gross steel pens	3 00	
		½ pound gum arabic	50	

STATEMENT—Continued.

Date.	To whom paid.	For what object.	Amount.	Total.
1855.				
Jan. 6	R. Farnham—Continued	½ ream letter paper	$2 00	
		2 quires cream laid note paper	38	
		150 cream laid envelopes, at 40 cents	60	
		¼ ream note paper	75	
				$42 78
8	John Espey	Filling blotter with paper	1 50	
		Binding book of contracts	1 50	
		Blotting book	50	
				3 50
Feb. 1	Shipping and Commercial List, and New York Price Current.	Subscription from February 1, 1854, to February 1, 1855		7 00
Mar. 31	C. S. Whittlesey	1 30-day clock		20 00
31	David Rich	Washing towels, for the quarter ending March 31, 1855		3 00
April 6	R. Farnham	1 quart bottle black ink	50	
		100 No. 80 quills	2 50	
		1 ream superfine ruled foolscap paper	3 00	
		1 large blue pitcher	1 00	
		6 pieces large patent rubber	75	
		3 Congressional Directories, at 37½ cents	1 12	
		1 bottle carmine ink	25	
		1 blank book	25	
		1 Congressional Directory	38	
		4 reams 1st class quarto post, at $4	16 00	
		1 ream note paper	3 00	
		200 envelopes, at 40 cents	80	
		1 ream note paper	3 00	
		200 laid letter envelopes, at 40 cents	80	
		1 dozen lead pencils	1 00	

			1 ivory folder	25	
			400 superfine cream laid letter envelopes, at 40 cents	1 60	
			1 ivory folder	25	
			1 dozen penholders	50	
			1 gross electro-pens	3 00	
			6 quart bottles copying ink, at $1	6 00	
			1 ream copying paper	1 50	
			1 ream white laid foolscap paper	3 00	
			Ruling ditto, margin lines	1 00	
			6 sheets blotting boards	37	
			1 portfolio	1 00	
					58 07
May	7	S. De Camp	1 6-quire demy book, officers, agents, and circulars, at $1 50 per quire	9 00	
			1 6-quire demy "Journal," H., at $1 50 per quire	9 00	
			5 6-quire demy "officers, agents, and circulars," Nos. 12, 13, 14, 15, and 16, at $1 50 per quire	45 00	
			3 6-quire demy invoice, Nos. 10, 11, and 12	27 00	
					90 00
June	2	John B. Turton	Taking out 8 large inside sashes		2 00
	9	A. G. Ridgely	1 box soap		1 25
	2	John B. Turton	Making 54 file-boards, at 5 cents	2 70	
			Putting bottom in chair	75	
			Making 2 boards for press	87	
					4 32
	11	Joseph Gawler	Repairing 9 chairs	1 62	
			Repairing 1 chair	50	
					2 12
	30	David Rich	Washing towels for the quarter ending June 30, 1855		3 00
July	2	A. O. P. Nicholson	Daily Union from July 1, 1854, to July 1, 1855		10 00
	3	Washington city post office	Box rent from July 1, 1854, to June 30, 1855		6 00
	7	R. Farnham	500 white letter envelopes, at 40 cents	2 00	
			500 buff letter envelopes, at 30 cents	1 50	
			Printing 600 envelopes	2 50	
			250 envelopes, at 40 cents	1 00	
			½ ream note paper	1 50	
			1 portfolio	1 00	
			100 official envelopes	50	
			1 penknife	1 50	
			1 inkstand	75	

STATEMENT—Continued.

Date.	To whom paid.	For what object.	Amount.	Total.
1855.				
July 7	R. Farnham—Continued	1 sand-box	$0 08	
		2 boxes wafers, (transparent)	25	
		2 reams copying paper	3 00	
		1 ream sup. laid foolscap	3 00	
		Ruling ditto margin lines	1 00	
		1 bottle M. & N. ink	50	
		12 dozen red tape, No. 25, at 50 cents	6 00	
		1 gross electro-pens	3 00	
		1 bottle carmine ink	25	
		1,000 buff official envelopes	5 00	
		Printing official envelopes	2 50	
		1 ream Bath letter paper	4 00	
		2 reams blue letter paper, at $4	8 00	
		1 blank-book	1 00	
		1 ream buff envelope paper	3 00	
		500 buff letter envelopes, at 30 cents	1 50	
		4 bottles of Bryan & Wilcox's ink	50	
		1 gross Perry's pens	3 00	
		1 dozen pen-holders, (assorted)	50	
		½ ream white cap paper	1 50	
		1 dozen lead-pencils	1 00	
		2 reams white laid cap paper, at $3	6 00	
		Ruling ditto margin lines	2 00	
		½ ream note paper	1 50	
		1 gross steel pens	3 00	
				$73 33
				250 00

		Bureau of Medicine and Surgery.		
1854.				
Sept. 30	Marsh B. Clark	Washing towels for the quarter ending with the 30th September, 1854		3 00
Oct. 12	R. Farnham	3 reams white laid letter paper, at $4	12 00	
		2 4-blade penknives, at $1 50	3 00	
		1 portfolio	1 00	
		½ ream Bath letter paper	1 00	
		1 ream Bath letter paper	4 00	
		6 pounds sperm candles, at 50 cents	3 00	
		1 pound gum-arabic	1 00	
		1,000 wax matches	75	
		1 gold pen	2 50	
				28 25
Nov. 3	John Pettibone	½ peck of ice daily from May 16 to November 1, 1854		9 06
4	Noell & Boyd	28 yards cord, and repairing 3 blinds	1 50	
		Sewing 50½ yards Brussels carpet, at 12½ cents	6 30	
		Fitting oil-cloths to doors and table	25	
		1 yard table oil-cloth	56	
		Taking up, mending, and putting down 2 old carpets	5 50	
				14 11
Dec. 19	C. Bohn	2 copies Department Directory		1 00
30	Marsh B. Clark	Washing towels for the quarter ending December 31, 1854		3 00
1855.				
Jan. 4	Hooe Brother & Co.	50¼ yards Brussels carpet, at $1 25	62 81	
		4⅓ square yards oil-cloth, at $1 25	5 14	
		5 slips thread, at 12½ cents	63	
		2 rope-mats, at $1 75	3 50	
		1¼ yards oil-cloth, at $1	1 25	
		¾ yards oil-cloth, at $1	75	
		9 square yards oil-cloth, at 75 cents	6 75	
				80 83
6	R. Farnham	1 dozen pen-holders	50	
		1 penknife	1 50	
		1,500 official envelopes, at 50 cents	7 50	
		1 pound sup. sealing-wax	1 50	
		1 quire extra thin letter paper	25	
		1 soap-dish	62	
		1 dozen lead-pencils	75	
		4 dozen tape, No. 19, at 37½ cents	1 50	

STATEMENT—Continued.

Date.	To whom paid.	For what object.	Amount.	Total.
1855.				
Jan. 6	R. Farnham—Continued	2 dozen tape, No. 25, at 50 cents	$1 00	
		1 quart bottle Arnold's copying ink	1 00	
		1 quart bottle writing fluid	63	
				$16 75
19	Francis Lamb	Plain frame and glass for drawing of plan of asylum		6 00
30	John S. James	Enlarging book-case		5 00
Feb. 26	John Espey	Binding Journal of Medical Sciences, full sheep	1 00	
		Binding Cong. document, report of Smithsonian Institution, half sheep	75	
		Binding Cong. document, report on China	75	
		Binding Senate document, Sickness on Emigrant Ships	75	
		Binding Mitchell on Fevers	75	
		Binding Ranking Medical Sciences	75	
		Binding Braithwaite's Retrospect	75	
		Binding 2 letter-books on guards, half Russia	5 00	
				10 50
Mar. 31	Marsh B. Clark	Washing towels for the quarter ending March 31, 1855		3 00
April 6	R. Farnham	6 bottles of carmine ink, at 25 cents	1 50	
		2 parallel rules	50	
		3 Congressional Directories, at 37½ cents	1 12	
		3 reams superfine Congress letter-paper, at $4	12 00	
		1 pound sealing-wax	1 50	
		1 pound red wafers	50	
		150 extra large envelopes	1 50	
		1 American Almanac, bound	1 25	
		1 dozen lead-pencils	1 00	
		1 gross steel pens	3 00	
		500 buff letter envelopes	1 50	
		500 white laid letter envelopes	2 00	
		1 dozen large patent rubber, at 12½	1 50	
		500 buff official envelopes	2 50	

		1 pound superfine red sealing-wax	1 50	
		2 dusting brushes	1 00	
				33 87
May 24	Joseph L. Savage	Ice-pitcher	5 50	
		Ice-pick	19	
				5 69
June 30	Marsh B. Clark	Washing towels for the quarter ending June 30, 1855		3 00
July 3	Washington City Post Office	Box-rent, from July 1, 1854, to June 30, 1855		6 00
6	C. W. Boteler	1 waiter		1 50
7	R. Farnham	1 dozen black sand	50	
		1 quart-bottle M. and N.'s black ink	50	
		1 pound superfine sealing-wax	1 50	
		1 ream ruled foolscap paper	3 00	
		½ ream Bath letter paper	2 00	
		½ ream damask note paper	1 50	
		3 reams superfine white laid letter paper	12 00	
		1 patent letter balance	8 00	
		1 porcupine pen holder	50	
		1 Ellis's Formulary	1 75	
				26 25
				256 81

RECAPITULATION.

Office of the Secretary of the Navy	$1,954 14
Bureau of Yards and Docks	348 16
Bureau of Ordnance and Hydrography	327 30
Bureau of Construction, Equipment, and Repair	524 79
Bureau of Provisions and Clothing	853 33
Bureau of Medicine and Surgery	256 81
	4,264 53

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 54.

CHICAGO CUSTOM-HOUSE—ITS INADEQUACY.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

RELATIVE TO

The inadequacy of the present building at Chicago, Illinois, for public uses, and asking an additional appropriation for its extension.

March 12, 1856.—Referred to the Committee on Commerce, and ordered to be printed..

Treasury Department,
March 7, 1856.

Sir: In conformity to a resolution of the House of Representatives of the 4th of March, "that the Secretary of the Treasury report to this House whether the building to be erected at Chicago, for a custom-house, post office, court-rooms, and for other offices, is of sufficient size to answer the several purposes for which it is intended," I have the honor to state that this department does not deem the building authorized of sufficient size to accommodate the business of the different branches of the public service for which it was designed. In view of this fact, and in compliance with the resolution of the House of Representatives, I send herewith the front elevation of the Chicago custom-house, with an addition of fifteen feet to each end, making the building 115 feet long by 60 feet wide. A building of that size would, in the opinion of this department, be adequate to the public wants. To build such addition would require an additional appropriation of thirty-five thousand dollars [$35,000,] and ten per cent. thereon for contingencies.

I have the honor to be, very respectfully,

JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. Banks, Jr.,
Speaker of the House of Representatives.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 55.

CLERKS—DEPARTMENT OF INTERIOR.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

A List of the names of Clerks and others employed in that Department

MARCH 17, 1856.—Laid upon the table, and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
March 15, 1856.

SIR: In compliance with the provisions contained in the 11th section of the act of 26th August, 1842, I have the honor to submit the accompanying statement, showing the names of the clerks and other persons employed in this department during the year ending on the 31st December last, the time each was employed, and the amounts paid them respectively.

As a general rule, the persons employed have rendered good service; and, in view of the great increase of the business of the department, I could not at present advise a reduction in its clerical force.

I have the honor to be, sir, your obedient servant,

R. McCLELLAND,
Secretary.

Hon. N. P. BANKS, Jr.,
Speaker of the House of Representatives.

Statement showing the names of the clerks and other persons employed in the office of the Secretary of the Interior during the year 1855*; the residence of each at the time of his appointment; the length of time each was employed, and the compensation allowed therefor; prepared in conformity with the* 11*th section of the act approved August* 26, 1842.

Names.	Grade.	Residence at time of appointment.	Time employed.	Amount.
George C. Whiting	Chief clerk	Virginia	From July 1 to June 27, and July 27 to December 31	$2,068 28
Charles S. Frailey	Acting chief clerk	Ohio	From June 28 to July 19	131 72
Charles S. Frailey	Clerk	Ohio	From April 9 to June 27, and July 20 to December 31	1,202 67
Kintzing Pritchette	do	Pennsylvania	From January 1 to December 31	1,800 00
A. S. H. White	do	New Hampshire	do do	1,800 00
John Hood	do	Pennsylvania	From January 1 to April 8	489 56
George A. D. Clarke	do	Maryland	From January 1 to October 14	1,260 87
Simeon Smith	do	New York	From January 1 to December 31	1,600 00
O. W. Moore	do	Michigan	do do	1,600 00
Robert Bowie	do	Maryland	From January 1 to November 5	1,186 96
S. Gridley Hyde	do	do	From January 1 to May 22	550 00
A. W. Fletcher	do	Massachusetts	From January 1 to December 31	1,400 00
Charles A. Packard	do	Maine	do do	1,400 00
Charles E. Davis	do	District of Columbia	From May 23 to December 31	850 00
Moses Kelly	Disbursing clerk	New Hampshire	From July 1 to December 31	100 00
Thomas H. Baird, jr	Clerk	Pennsylvania	do do	600 00
Peter Lammond	do	New York	From October 25 to December 31	291 85
P. J. Loranger	do	Michigan	From November 6 to December 31	213 04
J. W. Shields	Messenger	District of Columbia	From January 1 to December 31	840 00
Luke Daly	do	Michigan	From January 1 to November 30	769 24
Geo. W. Clarke	do	do	From December 1 to December 31	70 76
William Syphax	Assistant messenger	District of Columbia	From January 1 to December 31	600 00
C. A. Stewart	Watchman	do	do do	600 00
E. McCarty	do	do	do do	600 00
E. Crouse	do	do	From January 1 to July 12	319 56
W. E. Skelly	do	do	From January 1 to December 31	600 00
H. N. Steele	do	do	From July 13 to December 31	280 44
Maurice Reidy	do	do	From December 1 to December 31	50 54
Maurice Reidy	Laborer	do	From July 1 to November 30	239 48

Henry Evans	do	do	From July 1 to December 31	288 00
Thomas Boland	do	do	do do	288 00
F. W. Colclazier	do	do	From July 1 to July 31	48 52
William Cook	do	do	From December 1 to December 31	48 52
				24,188 01

Statement showing the names of the clerks and other persons employed in the Census Office during the year 1855*; the length of time each was employed, and the compensation allowed therefor; prepared in conformity with the* 11*th section of the act approved August* 26, 1842.

Names.	Grade.	Time employed.	Compensation.
J. D. B. De Bow	Superintendent	From January 1 to June 30	$1,500 00
Charles Wilson	Clerk	do do	500 00
S. F. Glenn	do	From January 1 to March 27.	238 89
J. S. Duke	do	From January 1 to March 19	216 67
B. F. De Bow	do	From January 1 to March 27	238 89
A. W. Ely	do	From January 1 to March 28	241 67
R. H. Watkins	do	From January 1 to March 21	222 22
J. A. Kayser	do	From January 1 to June 30	500 00
J. E. Foulkes	do	From January 1 to April 30	332 41
J. W. Wilsey	do	From February 2 to March 28	152 77
O. M. Doyle	do	From March 15 to March 28	38 89
H. A. Cook	do	From March 16 to March 28	36 11
W. W. Davis	do	From March 19 to March 28	27 78
L. Douglass	Messenger	From January 1 to March 12	56 80

List of persons employed in the Indian Office, under special appropriations, during the year ending December 31, 1855, *showing the time employed, and the amount paid to each.*

Names.	In what capacity employed.	Time employed.	Compensation.
H. R. Schoolcraft	In charge of Indian statistics	January 1 to December 31	$2,000 00
M. Schoolcraft	Clerk	do do	939 00
H. Bittinger	Special messenger	do do	300 00
T. P. Watson	Clerk	January 1 to March 15	287 78
Franklin Minor	do	January 1 to July 31	817 93
N. Quackenbush	do	January 1 to March 15	287 78
C. H. Smith	do	January 1 to December 31	1,400 00
J. E. Talbot	do	January 1 to March 23	318 89
J. H. Topping	do	March 16 to July 31	530 15
L. B. Dunn	do	September 1 to December 31	464 13
G. W. Featherstonaugh	do	July 20 to December 31	627 71
J. B. Holderly	do	December 21 to December 31	41 85

Statement showing the names of the clerks and other persons employed in the office of the Commissioner of Indian Affairs during the year 1855 ; *the residence of each at the time of his appointment; the length of time each was employed, and the compensation allowed therefor; prepared in conformity with the* 11*th section of the act of August* 26, 1842.

Names.	Grade.	Residence at time of appointment.	Time employed.	Amount.
G. W. Manypenny	Commissioner	Ohio	From January 1 to December 31	$3,000 00
Charles E. Mix	Chief clerk	District of Columbia	do do	2,000 00
Henry Beard	Clerk	Ohio	do do	1,800 00
A. Chapman	do	Virginia	do do	1,800 00
G. R. Herrick	do	New York	From January 1 to December 20	1,746 20
M. J. Bacon	do	do	From January 1 to March 8	297 78
E. B. Grayson	do	Mississippi	From January 1 to December 31	1,600 00
H. Miller	do	District of Columbia	do do	1,600 00
W. B. Waugh	do	Maryland	do do	1,600 00
W. W. Dennison	do	South Carolina	do do	1,600 00
J. R. Roche	do	Maryland	do do	1,600 00
C. O. Joline	do	New York	From March 9 to December 31	1,302 22
John Dowling	do	Mississippi	From January 1 to December 31	1,400 00
G. H. Holtzman	do	District of Columbia	do do	1,400 00
T. J. Robinson	do	Kentucky	do do	1,400 00
E. L. Stevens	do	Ohio	do do	1,400 00
C. L. Lombard	do	do	do do	1,400 00
D. Crawford, jr	do	Pennsylvania	do do	1,400 00
John Bartow	do	New York	From December 24 to December 31	39 13
Charles Draine	Messenger	District of Columbia	From January 1 to December 31	840 00
H. Bittinger	Assistant messenger	Ohio	do do	600 00
Elton Brent	Laborer	District of Columbia	From July 1 to December 31	288 00
David C. Davis	Watchman	Ohio	From January 1 to December 31	600 00
James E. Powers	do	District of Columbia	do do	600 00
Thomas N. Brashears	do	do	do do	600 00
H. N. Steele	do	do	From January 1 to July 12	319 56
E. Crouse	do	do	From July 13 to November 30	229 90
				32,462 79

List of persons employed in the Indian Office, under special appropriations, during the year ending December 31, 1855, *showing the time employed, and the amount paid to each.*

Names.	In what capacity employed.	Time employed.	Compensation.
H. R. Schoolcraft	In charge of Indian statistics	January 1 to December 31	$2,000 00
M. Schoolcraft	Clerk	do do	939 00
H. Bittinger	Special messenger	do do	300 00
T. P. Watson	Clerk	January 1 to March 15	287 78
Franklin Minor	do	January 1 to July 31	817 93
N. Quackenbush	do	January 1 to March 15	287 78
C. H. Smith	do	January 1 to December 31	1,400 00
J. E. Talbot	do	January 1 to March 23	318 89
J. H. Topping	do	March 16 to July 31	530 15
L. B. Dunn	do	September 1 to December 31	464 13
G. W. Featherstonaugh	do	July 20 to December 31	627 71
J. B. Holderly	do	December 21 to December 31	41 85

GENERAL LAND OFFICE,
March 13, 1856.

SIR: In accordance with the provisions of the 11th section of the act of 26th August, 1842, I have the honor to enclose lists of clerks and others employed in this office during the year 1855.

Such changes as were deemed necessary for the better despatch of business in this office have been made from time to time, and at present there does not appear to be a further necessity for action respecting the clerical force employed. Should such be the case hereafter, your attention will be promptly invited to the subject.

With great respect,

THOS. A. HENDRICKS,
Commissioner.

Hon. R. MCCLELLAND,
Secretary of the Interior.

Statement showing the names of clerks and other persons employed in the office of the Commissioner of the General Land Office during the year 1855 ; *the residence of each at the time of their appointment; the length of time each was employed, and the compensation allowed therefor; prepared in conformity with the provisions of the* 11*th section of the act of August* 26, 1842.

Names.	Grade.	Residence at time of appointment.	Time employed.	Amount.
John Wilson	Commissioner	District of Columbia	From January 1 to June 27	$1,475 28
Thomas A. Hendricks	do	Indiana	From August 8 to December 31	1,190 22
George C. Whiting	Acting Commissioner	Virginia	From June 28 to July 19	179 61
John Hood	do	Pennsylvania	From July 20 to August 7	154 89
J. N. Granger	Recorder	New York	From January 1 to December 31	2,000 00
C. S. Frailey	Chief clerk	Ohio	From January 1 to April 8	543 96
J. S. Wilson	do	District of Columbia	From April 12 to December 31	1,439 56
J. S. Wilson	P. C. P. L. claims	do	From January 1 to April 11	504 39
J. S. Wilson	Sup't Chick'w business	do	From January 1 to December 31	250 00
J. M. Moore	P. C. S.	do	From January 1 to September 18	1,291 30
J. M. Moore	Clerk	do	From September 19 to December 31	395 63
A. F. Chapin	P. C. S.	Indiana	do do	508 70
A. Bielaski	Draughtsman	Illinois	From January 1 to December 31	1,600 00
H. Mitchell	Ass't draughtsman	Virginia	do do	1,400 00
N. P. Causin	Clerk	District of Columbia	do do	1,800 00
J. W. De Krafft	do	do	do do	1,800 00
Moses Kelly	Disbursing clerk	New Hampshire	From January 1 to June 30	100 00
Moses Kelly	Clerk	do	From January 1 to December 31	1,800 00
N. A. Randall	do	Maryland	do do	1,600 00
B. T. Reilly	do	Ohio	do do	1,600 00
W. V. H. Brown	do	District of Columbia	do do	1,600 00
H. H. Heath	do	do	do do	1,600 00
Nicholas Vedder	do	Illinois	do do	1,600 00
S. V. Niles	do	District of Columbia	do do	1,600 00
W. H. Lowry	do	do	do do	1,600 00
Benjamin Evens	do	Pennsylvania	do do	1,600 00
S. J. Dallas	do	Illinois	do do	1,600 00

F. A. Tschiffely	do	District of Columbia	do	do	1,600 00
J. L. Cathcart	do	California	do	do	1,600 00
J. H. Blake	do	North Carolina	do	do	1,600 00
G. W. Boardman	do	Wisconsin	do	do	1,600 00
D. McCarty	do	New York	do	do	1,600 00
S. Brintnall	do	do	do	do	1,600 00
P. H. Sweet	do	Virginia	do	do	1,600 00
C. C. Leeds	do	New York	do	do	1,600 00
W. H. Coleman	do	Pennsylvania	do	do	1,600 00
O. Dufour	do	Indiana	do	do	1,600 00
E. F. Ruth	do	Tennessee	do	do	1,600 00
H. E. Baldwin	do	New Hampshire	do	do	1,600 00
H. L. Skinner	do	Ohio	do	do	1,600 00
R. T. Morsell	do	District of Columbia	do	do	1,600 00
W. A. Page	do	New Jersey	do	do	1,400 00
A. K. Smith	do	Maryland	do	do	1,400 00
J. L. Cramer	do	New York	do	do	1,400 00
J. W. Irwin	do	Kentucky	do	do	1,400 00
W. W. King	do	District of Columbia	do	do	1,400 00
P. F. Wilson	do	Iowa	do	do	1,400 00
E. G. Smith	do	New York	From January 1 to August 31		935 87
A. A. Cabell	do	Virginia	From January 1 to December 31		1,400 00
C. P. Smith	do	New Hampshire	From January 1 to September 19		1,008 15
M. Willett	do	Indiana	From January 1 to August 31		935 87
E. H. Fuller	do	District of Columbia	From January 1 to December 31		1,400 00
A. J. Dinnies	do	Missouri	do	do	1,400 00
C. Walbridge	do	New York	do	do	1,400 00
W. M. Furguson	do	do	do	do	1,400 00
Charles Gratiot	do	District of Columbia	From January 1 to May 18		534 61
J. F. McQuade	do	New York	From January 1 to December 31		1,400 00
A. J. Stansbury	do	District of Columbia	do	do	1,400 00
W. W. Yerby	do	Mississippi	From Jan. 1 to Feb. 6, and from Nov. 15 to Dec. 31		322 69
S. F. Rand	do	Maine	From January 1 to September 17		1,000 54
S. C. Benham	do	New York	From January 1 to December 31		1,400 00
A. Holmead	do	District of Columbia	do	do	1,400 00
John Gould	do	do	do	do	1,400 00
M. R. Shyne	do	do	do	do	1,400 00
J. H. Bingham	do	Ohio	do	do	1,400 00
H. K. Kallussowski	do	District of Columbia	do	do	1,400 00

STATEMENT—Continued.

Names.	Grade.	Residence at time of appointment.	Time employed.	Amount.
John D. Ott	Clerk	Maryland	From January 1 to December 31	$1,400 00
G. P. Howell	----do	Pennsylvania	------do---------- do	1,400 00
John Lowber	----do	New York	From January 1 to February 5	140 00
W. T. Brooke	----do	District of Columbia	From January 1 to December 31	1,400 00
J. T. M. Barnes	----do	Maryland	------do---------- do	1,400 00
Thomas Snowden	----do	------do	------do---------- do	1,400 00
W. C. Powell	----do	Georgia	------do---------- do	1,400 00
A. G. Haley	----do	Mississippi	------do---------- do	1,400 00
W. S. Crawford	----do	Tennessee	------do---------- do	1,400 00
J. E. Conant	----do	Massachusetts	------do---------- do	1,400 00
J. W. Hester	----do	Virginia	------do---------- do	1,400 00
N. H. Starbuck	----do	Ohio	------do---------- do	1,400 00
W. M. Fitzhugh	----do	Kentucky	------do---------- do	1,400 00
J. G. Todd	----do	New Hampshire	------do---------- do	1,400 00
W. O. Lumsden	----do	Maryland	------do---------- do	1,400 00
Charles Haskins	----do	District of Columbia	------do---------- do	1,200 00
P. M. Martin	----do	Virginia	------do---------- do	1,257 61
E. Brooks	----do	Kentucky	------do---------- do	1,200 00
W. A. Harris	----do	District of Columbia	------do---------- do	1,257 61
B. J. Nalle	----do	Virginia	From Jan. 1 to Nov. 8, and from Nov. 22 to Dec. 31	1,157 60
W. Clyde	----do	Indiana	From January 1 to December 31	1,200 00
A. Steele	----do	------do	------do---------- do	1,200 00
G. W Beall	----do	Tennessee	------do---------- do	1,200 00
C. F. Wydup	----do	Indiana	------do---------- do	1,200 00
J. A. Deeble	----do	District of Columbia	------do---------- do	1,200 00
G. W. Bradford	----do	Indiana	From January 1 to November 30	1,098 91
A. Wingerd	----do	Maryland	From January 1 to December 31	1,200 00
Colby Young	----do	Illinois	------do---------- do	1,200 00
R. Rickets	----do	District of Columbia	------do---------- do	1,200 00
R. Bassett	----do	------do	------do---------- do	1,200 00
G. T. Dearing	----do	------do	------do---------- do	1,200 00

O. McGarr	----do	Mississippi	------do------ do	1,200 00
G. H. Gurley	----do	New York	------do------ do	1,200 00
Richard Kelley	----do	------do	------do------ do	1,200 00
J. M. Lucas	----do	Illinois	------do------ do	1,200 00
J. A. Williamson	----do	District of Columbia	------do------ do	1,200 00
John McDuell	----do	------do	------do------ do	1,200 00
J. G. Perry	----do	New Hampshire	------do------ do	1,200 00
F. C. Stevens	----do	Michigan	------do------ do	1,200 00
Wm. Hogan	----do	Texas	------do------ do	1,257 61
Henry Robinson	----do	District of Columbia	------do------ do	1,200 00
C. W. Blair	----do	Ohio	From January 1 to February 8	130 00
W. F. Wilson	----do	Texas	From January 1 to December 31	1,200 00
W. D. Phillips	----do	Minnesota Territory	------do------ do	1,225 54
J. B. Bloss	----do	Michigan	------do------ do	1,200 00
J. M. Binckley	----do	Ohio	------do------ do	1,200 00
B. W. Johnson	----do	Florida	From January 1 to July 21	668 48
W. L. Parker	----do	Alabama	From January 1 to December 31	1,200 00
C. Adams	----do	Indiana	------do------ do	1,200 00
T. T. O'Dell	----do	District of Columbia	------do------ do	1,200 00
L. O. Bridewell	----do	Mississippi	From January 1 to April 15	349 45
S. Duncan	----do	Louisiana	From January 1 to December 31	1,200 00
S. B. Garrett	----do	Indiana	------do------ do	1,200 00
Charles E. Davis	----do	District of Columbia	From January 1 to May 22	471 43
R. W. Burche	----do	Georgia	From January 5 to December 31	1,186 66
R. B. Deitrick	----do	Pennsylvania	From February 10 to November 21	936 22
J. L. Edwards	----do	District of Columbia	From May 18 to December 31	745 05
A. G. Hayden	----do	Wisconsin	------do------ do	745 05
J. E. Parker	----do	Michigan	From May 19 to December 31	741 76
J. D. Rynard	----do	Illinois	From September 18 to December 31	342 39
J. W. Walton	----do	Ohio	------do------ do	342 39
G. A. C. Smith	----do	New Hampshire	From October 2 to December 31	296 74
S. R. Howell	----do	----------	From December 6 to December 31	84 79
A. M. Clarke	----do	Pennsylvania	From November 29 to December 31	107 61
B. F. Slocumb	----do	----------	From December 12 to December 31	65 22
Grafton Powell	Messenger	District of Columbia	From January 1 to December 31	840 00
W. E. Moran	----do	------do	------do------ do	840 00
M. Rearden	Assistant messenger	------do	------do------ do	600 00
G. Rouzee	--------do	------do	------do------ do	600 00
W. S. Graham	--------do	------do	------do------ do	600 00

STATEMENT—Continued.

Names.	Grade.	Residence at time of appointment.	Time employed.	Amount.
T. H. Quincy	Packer	District of Columbia	From January 1 to December 31	$600 00
A. Hines	do	do	From January 1 to November 26	542 93
John H. Dover	do	Minnesota Territory	November 27 and 28	3 26
Samuel Coomes	Laborer	Maryland	From January 1 to December 31	576 00
B. C. Freeman	do	District of Columbia	do do	576 00
A. E. Lemerle	do	do	From January 1 to March 25	134 40
Guy Graham	do	do	From January 1 to December 31	576 00
P. B. Fridley	do	do	do do	576 00
J. C. Howard	do	Maryland	do do	576 00
J. S. Ball	do		From March 26 to September 27	277 25
Clark J. Hanks	do	Illinois	From July 18 to December 31	164 35

List of persons employed in the General Land Office, underspecial appropriations, during the year ending December 31, 1855, *showing the time employed and the amount paid to each.*

Names.	In what capacity employed.	Time employed.	Compensation.
W. T. Steiger	In charge of resurveys	From January 1 to December 31	$2,000 00
John Hood	In charge of bounty lands	From April 9 to July 19, and August 10 to December 31	1,341 91
R. B. Ironside	Clerk	From January 1 to December 31	1,400 00
Robert Cochran	do	do do	1,600 00
S. F. Rand	do	From September 17 to December 31	399 46
B. W. Johnson	do	From July 22 to December 31	620 11

C. A. Newton	do	From January 1 to December 31	1,200 00
B. T. Swart	do	do do	1,200 00
J. F. Adams	do	do do	1,200 00
W. F. Wallace	do	do do	1,200 00
De Witt Kent	do	From August 1 to 7, 1854, from May 19 to June 3, and from July 1 to December 31	764 58
J. R. Dunglison	do	From April 11 to December 31	843 95
J. H. Adams, jr	do	From February 5 to December 31	1,073 33
George W. Kimberly	do	From January 1 to December 31	1,200 00
J. S. Williams	do	From February 19 to December 31	1,036 66
W. W. Yerby	do	From February 16 to November 14	893 40
R. P. Kerrison	do	From April 18 to December 31	843 95
L. Dawson	do	From January 1 to December 31	1,200 00
Charles E. Weaver	do	do do	1,200 00
J. N. Carpenter	do	From March 1 to December 31	1,003 33
H. C. Bailey	do	From January 1 to November 26, and December 1 to 31	1,186 96
J. T. Raynor	do	From May 9 to December 31	774 73
J. H. Peabody	do	From January 1 to December 31	1,200 00
Dudley Webster	do	do do	1,200 00
J. C. R. Clarke	do	From February 16 to December 31	1,046 66
E. L. Corbin	do	From July 2 to December 31	596 74
H. C. Loving	do	From June 29 to December 31	606 59
G. F. Gouley	do	From May 11 to December 31	768 13
F. M. Deems	do	From July 30 to December 31	505 43
J. Fitnam, jr	do	From January 1 to December 31	1,200 00
L. D. Johnson	do	From July 5 to December 31	586 96
William Hall	do	From January 15 to December 31	1,153 33
E. Smith Lee	do	From February 22 to December 31	1,026 66
James B. Hunt	do	From April 4 to December 31	890 11
John Bartow	do	From August 17 to December 23	319 56
W. O. Conway	do	From January 1 to December 31	1,200 00
A. J. Crawford	do	From September 13 to December 31	358 69
E. Brewer	do	From January 1 to December 31	1,200 00
L. H. Trook	do	From January 1 to May 12	438 46
C. Harleston	do	From January 1 to December 31	1,200 00
J. Troskolawski	do	From January 1 to March 28, and from April 1 to 21	359 23
S. P. Ellis	do	From January 1 to March 1	200 00
W. F. Sherrod	do	From January 1 to June 30	600 00
J. B. Smith	do	From January 1 to September 30	900 00

STATEMENT—Continued.

Names.	In what capacity employed.	Time employed.	Compensation.
R. L. Walker	Clerk	From January 1 to December 31	$1,200 00
M. M. Hart	----do	------do--------do	1,200 00
W. Clare	----do	From January 1 to March 20	263 33
A. Cooper	----do	From January 1 to March 12, and April 1 to Sept. 30	836 66
J. L. Edwards	----do	From January 1 to May 17	454 95
J. E. Parker	----do	From January 1 to May 18	458 24
F. M. Ewell	----do	From January 1 to September 30, and Nov. 14 to Dec. 31	1,056 52
J. W. Walton	----do	From January 1 to September 17	857 61
M. A. Clare	----do	From April 1 to December 31	900 00
Tubman Jones	----do	From January 1 to September 30	900 00
R. W. Burche	----do	From January 1 to 4	13 34
A. B. Claxton	----do	From February 5 to 28	80 00
A. G. Heyden	----do	From February 19 to May 17	291 61
P. J. Loranger	----do	From January 1 to November 5	1,186 96
J. D. Rynard	----do	From January 1 to February 15, and March 2 to Sept. 17	773 52
J. E. Meiere	----do	From March 7 to 31	83 33
C. P. Higginson	----do	From March 12 to June 29, July 1 to September 15, and October 1 to December 31	914 45
E. V. Mason	----do	From January 17 to February 15, February 17 to March 7, March 15 to 31, April 3 to June 27, July 6 to 28, and December 1 to 31	679 60
S. E. Boak	----do	From November 1 to December 31	198 91
M. T. Darby	----do	10 days	32 60
H. A. Cooke	----do	From January 11 to February 15	72 07
L. W. Sabine	----do	From Jan. 8 to Feb. 24, Mar. 1 to 21, Mar. 22 to June 30.	563 33
M. T. Monroe	----do	From December 23 to March 15, March 16 to June 30, and July 1 to 31	730 42
O. M. Doyle	----do	From March 31 to September 30	603 33
L. W. Holland	----do	From August 1 to December 31	498 91
M. A. Hyde	----do	From May 23 to December 31	728 57
A. J. Gonzales	----do	From May 24 to June 15, June 16 to October 9, and October 10 to December 31	725 28

M. R. Stewart	....do	From August 1 to December 31	498 91
E. L. Thomas	....do	From August 1 to 31	101 09
M. A. Spalding	....do	From August 8 to December 31	476 09
S. N. Blanchard	....do	40 days in August and September, and October and November, and half of December	379 88
C. Randolph	....do	From August 17 to September 30; October and November	345 65
E. V. Lomax	....do	From August 1 to December 31	498 91
M. Willett	....do	From September 1 to 30	97 83
J. A. Werkmuller	....do	From Sept. 1 to 30, Oct. 1 to 15, and Oct. 23 to Nov. 5	146 74
N. Worthington	....do	From August 21 to December 31	433 69
E. S. Johns	....do	October, November, and half of December	249 46
M. V. Clarke	....do	From October 23 to December 31	228 26
E. L. Davis	....do	From October 23 to November 30, and half of December	177 72
J. C. Dickey	....do	From November 27 to December 31	114 13
G. F. Bowie	....do	From November 6 to December 31	182 61
E. Gwynn	....do	From November 9 to December 31	172 83
R. F. O'Beirne	....do	From December 5 to 31	88 04
J. H. Heath	....do	Employed by the piece	179 23
G. K. Shaw	....do	From December 1 to 31	101 09
N. E. Welch	....do	From December 6 to 31	84 78
C. S. Horton	....do	From December 1 to 31	101 09
John H. Clark	....do	From December 8 to 31	78 26
E. F. Sprague	....do	October and November	198 91
H. A. Bills	....do	From November 16 to December 8	75 00

PENSION OFFICE, *March* 12, 1856.

SIR: I enclose herewith a report of the persons employed in this office during the year 1855, with the times of such employment, and the sums paid therefor respectively. I have to state, in addition, that the persons have been usefully employed; that the services of such as are still in the office are desirable for the proper despatch of its business; and that no change now occurs to me as desirable.

With much respect, your obedient servant,

J. MINOT, *Commissioner.*

Hon. ROBERT MCCLELLAND,
Secretary of the Interior.

Names.	Grade.	Residence at time of appointment.	Time employed.	Amount.
Loren P. Waldo	Commissioner	Connecticut	From January 1 to July 31	$1,752 72
Josiah Minot	do	New Hampshire	From August 1 December 31	1,247 28
Samuel Cole	Chief clerk	New York	From January 1 to December 31	2,000 00
Thornton Triplett	Clerk	Kentucky	do do	1,800 00
C. H. Rhett	do	South Carolina	From January 1 to March 14	365 00
J. N. Prior	do	Connecticut	From January 1 to December 31	1,800 00
Robert Geddes	do	Maryland	do do	1,800 00
Steven G. Dodge	do	Indiana	do do	1,759 44
William Gordon	do	Virginia	do do	1,600 00
J. D. Wilson	do	Maryland	do do	1,600 00
W. Ogden Niles	do	do	do do	1,600 00
J. J. Smith	do	District of Columbia	do do	1,600 00
John Robb	do	do	do do	1,600 00
Ezra Williams	do	Michigan	do do	1,600 00
G. D. Kean	do	District of Columbia	do do	1,600 00
Bernard Hooe	do	Virginia	do do	1,600 00
Theodore Jenkins	do	Maryland	do do	1,600 00
J. D. Toll	do		From January 1 to March 31	400 00
William Burke	do	Wisconsin	From January 1 to December 31	1,600 00
W. O. Slade	do	Illinois	do do	1,600 00
J. E. Stewart	do	Virginia	do do	1,600 00
D. P. Perkins	do	New Hampshire	do do	1,600 00
S. C. Boynton	do	Ohio	do do	1,600 00
W. B. Malcolm	do	New York	do do	1,600 00
R. D. Clarke	do	Wisconsin	do do	1,600 00
L. F. Whitney	do	District of Columbia	From January 1 to December 26	1,578 26
L. J. Brown	do	South Carolina	From January 1 to December 31	1,600 00
A. R. Sparks	do	Illinois	do do	1,559 45
W. A. Broadus	do	Virginia	do do	1,400 00

STATEMENT—Continued.

Names.	Grade.	Residence at time of appointment.	Time employed.	Amount.
Richard McRae	Clerks	Virginia	From January 1 to December 31	$1,400 00
J. K. Woods	do	do	do do	1,400 00
J. H. Burch	do	District of Columbia	do do	1,400 00
James Chestney	do	Alabama	do do	1,400 00
Elias Marsh	do	New York	do do	1,400 00
D. McCook	do	Illinois	From January 1 to March 14	283 89
J. L. Gray	do	Virginia	From January 1 to December 31	1,400 00
Thomas Moore	do	Georgia	do do	1,400 00
W. H. Woodley	do	Virginia	From January 1 to March 14	283 89
O. W. Marsh	do	Maryland	do do	283 89
Thomas N. Adams	do	Virginia	From January 1 to December 31	1,400 00
W. L. Cleaver	do	New Jersey	From Jan. 1 to March 14, and from December 27 to 31	305 63
Lucius Peyton	do	Virginia	From January 1 to March 14	283 89
L. P. Waldo, jr.	do	Connecticut	From January 1 to December 31	1,400 00
W. C. Lauck	do	District of Columbia	do do	1,400 00
George Gunn	do	Maine	do do	1,550 00
T. E. Sands	do	Maryland	do do	1,400 00
G. T. Getty	do	Wisconsin	do do	1,400 00
D. C. Lee	do	Virginia	do do	1,400 00
T. J. Miller	do	Tennessee	do do	1,400 00
C. P. Webster	do	Illinois	do do	1,400 00
J. Morrow	do	Maine	do do	1,400 00
John Calvert	do	Maryland	From January 1 to March 14	283 89
H. Hungerford	do	District of Columbia	From January 1 to December 31	1,400 00
John Williams	do	Virginia	do do	1,400 00
W. A. Johnson	do	New Jersey	From January 1 to March 14	283 89
[illegible] Cass	do	Massachusetts	From January 1 to December 31	1,400 00
[illegible]	do	[illegible]	From January 1 to March 31	350 00
[illegible]	do	[illegible]	From January 1 to August 1	821 74
[illegible]	[illegible]	District of Columbia	From January 1 to March 14	283 89
[illegible]	[illegible]	[illegible] Carolina	do	283 89

J. H. Hood	do	Alabama	From January 1 to December 31	1,400 00
R. R. Richards	do	Michigan	do do	1,400 00
James Morris	do	Maryland	do do	1,359 44
W. W. Sperry	do	Virginia	do do	1,359 44
M. B. D. Lane	do	do	do do	1,359 44
A. V. Hofer	do	Missouri	From March 16 to December 31	1,112 22
John F. Carter	do	Pennsylvania	From March 19 to December 31	1,100 55
H. D. La Cossitt	do	Iowa	From March 21 to December 31	1,092 78
Thomas P. Watson	do	Michigan	From March 16 to December 31	1,112 22
N. Quackenbush	do	New York	From March 16 to June 25	392 99
James E. Tolbot	do	Arkansas	From March 24 to December 31	1,081 11
J. L. Anderson	do	District of Columbia	From January 1 to December 31	1,200 00
D. W. Collins	do	do	do do	1,200 00
J. A. Johnson	do	Rhode Island	do do	1,200 00
R. W. Clarke	do	District of Columbia	do do	1,200 00
T. J. Albright	do	Pennsylvania	do do	1,350 00
W. R. Wilson	do	District of Columbia	do do	1,200 00
A. H. Anderson	do	do	do do	1,200 00
J. M. Minor	do	Missouri	From March 16 to December 31	953 33
J. W. Hancock	do	North Carolina	From March 17 to December 31	950 00
L. D. Nowland	do	Maryland	From March 20 to December 31	940 00
B. F. De Bow	do	District of Columbia	From April 1 to December 31	1,050 00
E. R. Chase	do	Michigan	From April 1 to October 26	798 91
G. W. Hutchins	do	Florida	From June 26 to December 31	719 23
W. E. Patton	do	Wisconsin	From April 14 to June 30	257 14
Walter Harriman	do	New Hampshire	From October 27 to December 31	251 09
Newell Kennon	do	Ohio	From August 2 to December 31	578 26
J. F. Souder	do	Pennsylvania	From July 1 to December 31	600 00
Charles Hibbs	Messenger	District of Columbia	From January 1 to December 31	840 00
A. E. Lemerle, jr.	do	do	do do	600 00
W. T. Ford	do	do	do do	600 00
Geo. D. Hibbs	do	do	From January 1 to October 28	495 65
B. Frere	do	do	From November 8 to December 31	88 04
Paul Jennings	Laborer	do	From July 1 to December 31	288 00
E. M. Thomas	do	do	do do	288 00

Statement showing the names of the clerks and other persons employed in the office of the Commissioner of Pensions (under the act of March 3, 1855, granting bounty land) during the year 1855; the length of time each was employed, and the compensation allowed therefor; prepared in conformity with the 11th section of the act approved August 26, 1842.

Names.	Grade.	Residence at time of appointment.	Time employed.	Amount.
Charles H. Rhett	Chief clerk	South Carolina	From March 15 to December 31	$1,594 44
D. McCook	Clerk	Illinois	do do	1,275 55
W. H. Woodley	do	Virginia	do do	1,275 55
O. W. Marsh	do	Maryland	do do	1,275 55
W. L. Cleaver	do	New Jersey	From March 15 to December 26	1,253 81
L. Peyton	do	Virginia	From March 15 to December 31	1,275 55
J. Calvert	do	Maryland	do do	1,275 55
W. A. Johnson	do	New Jersey	do do	1,275 55
J. P. Tustin	do	Pennsylvania	do do	1,275 55
C. G. Wagner	do	South Carolina	do do	1,275 55
J. T. Taylor	do	District of Columbia	From March 5 to December 31	1,155 00
S. F. Glenn	do	Louisiana	From March 28 to December 31	1,065 55
B. F. De Bow	do	District of Columbia	From March 28 to March 31	15 55
E. R. Chase	do	Michigan	From March 28 to March 31, and Dec. 27 to Dec. 31	37 29
K. F. Page	do	New Hampshire	From March 16 to December 31	953 33
P. Besançon, jr	do	Louisiana	do do	953 33
B. S. Howard	do	South Carolina	From March 17 to December 31	950 00
J. G. Long	do	Illinois	From March 19 to December 31	943 33
J. W. Newcomb	do	Massachusetts	do do	943 33
J. F. Souder	do	Pennsylvania	From March 26 to June 30	320 00
H. H. Goodloe	do	Tennessee	From March 26 to December 31	920 00
J. S. Pennybacker	do	Virginia	From March 28 to December 31	913 33
De Witt C. Wilson	do	New Jersey	do do	1,013 33
Lynde Elliott	do	Indiana	From April 2 to December 31	1,046 15
D. M. Bull	do	Pennsylvania	From April 13 to December 31	1,003 84
J. McSherry	do	District of Columbia	From March 28 to December 31	913 33
G. P. Smith	do	Pennsylvania	From April 2 to December 31	896 70
W. H. Thomas	do	Wisconsin	do do	896 70
R. A. Matthews	do	Georgia	From April 7 to September 11	518 26

C. S. Butts	do	Ohio	From April 9 to December 31	873 62
W. L. Kendig	do	New York	do do	873 62
S. G. Heaton	do	Vermont	From April 10 to December 31	870 33
J. A. Shendell	do	Pennsylvania	From April 10 to December 31	970 33
H. F. Peters	do	Connecticut	From April 16 to December 31	850 55
W. T. Crenshaw	do	Illinois	From April 21 to December 31	834 06
G. W. Hutchins	do	Florida	From April 21 to June 25	217 58
D. C. Smith	do	Ohio	From April 7 to December 31	880 22
D. T. Jencks	do	Pennsylvania	From April 17 to December 31	847 25
Thomas Mitchell	do	Connecticut	From April 27 to December 31	814 28
L. C. Hootee	do	Missouri	From May 2 to December 31	897 82
A. W. Ely	do	Louisiana	From May 5 to December 31	787 91
J. D. B. Littell	do	District of Columbia	From May 10 to December 31	771 42
Saml. S. Stacy	do	New Hampshire	From May 15 to December 31	754 94
Thos. Read	do	Indiana	From May 25 to December 31	721 97
Allen Thompson	do	Delaware	From June 5 to December 31	685 71
J. V. A. Shields	do	Missouri	From June 27 to December 31	613 19
G. L. Sites	do	Indiana	From June 27 to December 26	596 89
A. G. Fowler	do	District of Columbia	From June 28 to December 31	609 89
T. M. O'Brien	do	do	do do	609 89
J. P. Davidson	do	Alabama	do do	609 89
T. R. Crittenden	do	Missouri	From June 29 to December 31	606 59
R. M. Hamilton	do	Kentucky	From June 30 to December 31	603 29
W. E. Patton	do	Wisconsin	From July 1 to December 31	700 00
W. F. Sherrod	do	Indiana	do do	700 00
Walter Harriman	do	New Hampshire	From Sept. 12 to Sept. 30, and October 1 to October 26	146 74
G. W. Fulmer	do	Indiana	From December 27 to December 31	16 30
A. E. Lemerle, sen	do	District of Columbia	From October 29 to December 31	208 70
A. E. Lemerle	Messenger	do	From March 26 to October 28	497 91
D. L. Perkins	do	New Hampshire	From April 7 to December 31	440 11
G. D. Hibbs	do	District of Columbia	From October 29 to December 31	146 09
J. Stewart	Laborer	do	From March 14 to December 31	460 80
Chas. Syphax	do	do	From April 9 to December 31	419 34
J. H. Knott	Watchman	do	From November 10 to December 31	84 78
G. B. Pomeroy	do	do	From April 16 to December 31	425 27
Thos. Lucas	do	do	do do	425 27
C. H. Venable	do	do	do do	425 27
Burrows Frere	do	do	From April 23 to November 7	325 69

List of extra clerks employed in the Pension Office, during the year ending December 31, 1855, *under the appropriation for expenses of the fiscal year ending June* 30, 1855, *on account of military bounty lands, showing the time employed and the amount paid to each.*

Names.	Grade.	Time employed.	Compensation.
J. L. Peabody	Clerk	From August 4 to December 31	$489 13
J. A. Kayser	do	From August 22 to December 31	430 43
C. S. Whittlesey	do	From August 23 to December 31	427 17
C. Birnie	do	do do	427 17
A. L. Bohrer	do	do do	427 17
Franklin Minor	do	From August 24 to December 31	423 91
Henry Major	do	From August 25 to December 31	420 65
James H. Woolford	do	From August 27 to December 31	414 13
J. N. Woods	do	From August 29 to October 22	179 34
E. M. Scott	do	From August 30 to December 31	404 35
S. G. Jamison	do	From September 1 to December 31	397 82
J. C. Morrison	do	From September 3 to December 31	300 00
W. M. L. Marshall	do	From September 5 to December 31	384 78
Frederick Schmidt	do	From September 20 to December 31	335 87
Walter Harriman	do	From August 22 to September 11	68 48
Alex. D. Moore	do	From July 19 to September 30	241 30
Robert T. Scott	do	From December 26 to 31	19 57

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 56.

CORRESPONDENCE, &c., IN RELATION TO THE COMPENSATION OF BREVET LIEUTENANT GENERAL SCOTT.

MESSAGE

FROM

THE PRESIDENT OF THE UNITED STATES,

TRANSMITTING

Copies of correspondence, &c., in relation to the compensation of Brevet Lieutenant General Scott.

March 17, 1856.—Referred to the Committee on Military Affairs, and ordered to be printed.

To the House of Representatives:

I herewith transmit to the House of Representatives a report of the Secretary of War, with copies prepared in compliance with a resolution of the House of the 28th ultimo, requesting "copies of all correspondence, documents, and papers, in relation to the compensation and emoluments of Brevet Lieutenant General Scott, under the joint resolution of Congress approved February 15, 1855."

FRANKLIN PIERCE.

WAR DEPARTMENT,
Washington, March 15, 1856.

SIR: I have the honor to submit herewith copies prepared in compliance with a resolution of the House of Representatives of the 28th ultimo, requesting the President to transmit to the House "copies of all correspondence, documents, and papers, in relation to the compensation and emoluments of Brevet Lieutenant General Scott, under the joint resolution of Congress approved February 15, 1855, as may be in the executive departments of the government."

In addition to the correspondence and documents, of which copies are herewith transmitted, there has been a correspondence between this department and General Scott, in which the subject of his compensation has been incidentally discussed. The greater part of the correspondence, however, is upon other subjects; and, as the portion

relating to compensation is so involved with matters not within t resolution that it cannot be properly extracted, I have concluded submit only the copies of papers which are confined to the subj of the resolution.

Very respectfully, your obedient servant,
JEFF'N DAVIS,
Secretary of War

To the PRESIDENT.

List of accompanying papers.

Joint resolution of February 15, 1855.
General Scott to the Paymaster General, March 8, 1855; with
Pay account, March, 1847, to August, 1848.
Pay account, May, 1849, to February, 1855.
The Paymaster General to the Secretary of War, March 8, 1855.
General Scott to Secretary of War, March 15, 1855.
General Scott, (note,) "allowance of fuel and quarters," Mar 30, 1855.
General Scott, (note,) "anticipatory," March 30, 1855.
General Scott, (note,) "servants or waiters," March 31, 1855.
The Secretary of War, remarks on the claim of General Sc April 26, 1855.
The Secretary of War to the Attorney General, April 26, 1855.
General Scott to the Secretary of War, April 26, 1855.
The Secretary of War to General Scott, April 27, 1855.
The Secretary of War to General Scott, April 28, 1855.
General Scott to the Attorney General, May 12, 1855; with
B. Remarks on the Paymaster General's letter of March 8.
C. "Anticipatory," with opinions from [B. F. Butler,]
George Wood,
Ogden Hoffman,
Hiram Ketchum, and
J. W. Gerard.
F. "Anticipatory," personal staff.
General Scott to the Attorney General, June 5, 1855.
General Scott, referring to the Attorney General letter of Hon. M Fish, June 19, 1855.
General Scott, referring to the Attorney General opinion of Rever Johnson, July 4, 1855.
General Scott to the Attorney General, referring opinion of Hon D. Gilpin, August 11, 1855.
Attorney General to the Secretary of War, (opinion,) August 2 1855.
The Secretary of War to the President, October 12, 1855.
The President's decision on the claim, October 29, 1855.
Account of General Scott, paid under the President's decision, N vember 5, 1855.
General Scott to the Paymaster General, (protest,) November 1855.

RESOLUTION authorizing the President of the United States to confer the title of lieutenant-general by brevet, for eminent services.

Resolved, by the Senate and House of Representatives of the United States of America in Congress assembled, That the grade of lieutenant-general be, and the same is hereby, revived in the army of the United States, in order that when, in the opinion of the President and Senate, it shall be deemed proper to acknowledge eminent services of a major-general of the army in the late war with Mexico, in the mode already provided for in subordinate grades, the grade of lieutenant-general may be specially conferred by brevet, and by brevet only, to take rank from the date of such service or services: *Provided, however*, That when the said grade of lieutenant-general by brevet shall have once been filled, and have become vacant, this joint resolution shall thereafter expire, and be of no effect.

Approved February 15, 1855.

HEADQUARTERS OF THE ARMY,
Washington, March 8, 1855.

SIR: I forward herewith memoranda, in the form of pay accounts, of pay and allowances due me as brevet lieutenant-general, exercising actual command according to that rank; and request that payment of the same may be directed. Should any doubt arise as to the correctness of the principle on which these accounts are stated, or in reference to any of their items, I request that the authority intrusted with the decision will give me a hearing on the subject before coming to a final determination in the case.

I am, sir, very respectfully, your obedient servant,
WINFIELD SCOTT.

To COL. B. F. LARNED,
Paymaster General.

DR. *The United States to Lieutenant General Winfield Scott, commanding the army.*

On what account.	Commencement and expiration.	Term of service charged.		Pay per month	Amount.
		Months.	Days.		
Pay—					
For myself.....	From Mar. 29, 1847, to Aug. 31, 1848..	17	3	$50 00	$865 00

		No. of days.	No. of rations per day.	Total No. of rations.	Price of rations.	
Subsistence—					*Cents.*	
For myself, (difference between lieutenant-general and major-general.)	From Mar. 29, 1847, to Aug. 31, 1848..	522	25	13,050	20	2,610 00
Double rations commanding the army	.....do.....do.....	522	25	13,050	20	2,610 00
						6,085 00

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing, in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually owned and kept in service the horses, and employed the private servants for which I charge, for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as a waiter or servant a soldier from the line of the army; that the annexed is an accurate description of my servant; that, for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department; that I was the actual and only commanding officer at the double ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, for any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulations; that I was actually in the command of a company for the whole time additional pay is charged; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States army as a commissioned officer for the number of years stated in the charge for extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster , and to the day of , 18 .

I at the same time acknowledge that I have received of Major St. Clair Denny, paymaster, this day of , 185 , the sum of dollars, being the amount and in full of said account.

Dr.

The United States to Lieutenant General Winfield Scott, commanding the army.

On what account.	Commencement and expiration.	Term of service charged.		Pay per month.	Amount.
		Months.	Days.		
Pay—					
For myself (being difference of pay between lieutenant-general and major-general.)	From May 10, 1849, to February 28, 1855.	71	22	$50 00	$3,586 66
Forage—					
For difference of allowance to lieutenant-general and major-general.	From May 10, 1849, to February 28, 1855.	.....	.....	26 00	1,865 06

		No. of days.	No. of rations per day.	Total No. of rations.	Price of rations.	
Subsistence—					*Cents.*	
For myself (difference between lieutenant-general and major-general.)	From May 10, 1849, to February 28, 1855.	2,121	25	53,025	20	10,605 00
Double rations commanding the army.....	From May 10, 1849, to February 28, 1855.	2,121	25	53,025	20	10,605 00
						26,661 72

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing, in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually owned and kept in service the horses, and employed the private servants for which I charge, for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as a waiter or servant a soldier from the line of the army; that the annexed is an accurate description of my servant; that, for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department; that I was the actual and only commanding officer at the double ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, for any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulations; that I was actually in the command of a company for the whole time additional pay is charged; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States army as a commissioned officer for the number of years stated in the charge for extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster , and to the day of , 18 .

I at the same time acknowledge that I have received of Major St. Clair Denny, paymaster, this day of , 185 , the sum of dollars, being the amount and in full of said account.

PAYMASTER GENERAL'S OFFICE,
March 8, 1855.

SIR: Lieutenant General Scott has transmitted to me the enclosed accounts for brevet pay, &c., and as I do not feel authorized to settle the questions involved, I respectfully submit them for your consideration and decision, as requested in his letter.

General Scott claims the difference between the pay of major-general and lieutenant-general, without deducting the excess of forage received in Mexico, and the pay, &c., of four servants not authorized by the act creating the grade of lieutenant-general.

Taking a month of thirty days, for convenience, General Scott received to the close of the war with Mexico $498 per month; his pay as lieutenant-general under the act of 1798, allowing double rations under the 6th section, act of 23d August, 1842, while commanding a separate army actually in the field, would have been $780. Since the war he has received, upon the same basis, $466 per month, and his pay as lieutenant-general, without double rations, would be $540; with double rations, $780 per month. It is a question whether he would be entitled to the double rations after he turned over the command of the army in Mexico to General Butler. I do not feel competent to decide this question; and as by far the largest portion of the account is involved in the construction of the 6th section, act of 23d August, 1842, as before stated, it is respectfully submitted for your decision.

I have the honor to be, very respectfully, your obedient servant,
BENJ. F. LARNED,
Paymaster General.

Hon. JEFFERSON DAVIS,
Secretary of War.

Remarks on Colonel Larned's (Paymaster General's) letter, dated March 8, 1855, *to the Secretary of War, respecting the differences between the pay and emoluments of a major-general and those of a lieutenant-general, as now claimed by the General-in-chief, who is, at the same time, the major-general of the army, and a lieutenant-general by brevet.*

Colonel Larned seems to think that when the law gives a commutation, in money, for servants to the inferior rank, and none for servants to the higher, or gives, in time of war, $56 a month for forage to the major-general, and only $50 in war, as in peace, to a lieutenant-general, the General-in-chief cannot draw the higher pay and rations of a lieutenant-general, and, for the same time, draw the higher forage, with the commutation for the servants, of the major-general.

The objection evidently proceeds from the impression that the lower rank is so completely merged in the higher as to be entirely lost; yet if the brevet lieutenant-general should chance to be on leave of absence, or limited in his command of troops to less than two divisions,

the Paymaster General would, no doubt, insist, from a sense of duty, on his receiving no allowance whatever higher than that of a major-general. The two grades held by the same person are, then, not only separable in idea, but separable in fact also.

Congress, in the late temporary revival of the higher rank by brevet, in order that it might be conferred on the actual major-general of the army, certainly could not have intended to diminish any one of his old allowances, either his pay, rations, forage, or commutation for servants, but to allow him, in every instance, where there was a difference in favor of the new rank, to add it to the allowances of the old.

Since the joint resolution it will be far more curious than important, if it turn out (as it probably *will*) that ex-President Washington died a *lieutenant*-general, time not having allowed his promotion, under the act of 1799, to *general;* and it was on that promotion (no other person was thought of) that this act declared the rank of *lieutenant*-general "shall, THEREAFTER, be abolished." See the records of the Senate, &c., &c. It is believed that Marshall, Sparks, and Hickey do not show that the contingency for *abolishing* ever happened.

The act of 1798, section 5, (Military Laws, page 73,) creating the rank of lieutenant-general, and attaching thereto pay and emoluments, is silent as to servants, because at that time, and much later, general officers and all took privates of the army for servants—the generals as many as they pleased. This was of serious hurt to the service. The first legislation found on the subject is in the act of July 6, 1812, section 5, (Military Laws, page 155,) allowing commutation, in money, for private servants not soldiers.

The Paymaster General speaks doubtingly as to the transfer of the *immediate* command of the army in *Mexico*, from the General-in-chief to Major General Butler. The same person remained the General-in-chief of the whole army, by acknowledgment of all, as before, and so continued till September 1, 1848, when, at his own instance, and in compliment to Major General Taylor, (then a candidate for the Presidency,) the two major-generals were assigned, respectively, to the eastern and western divisions. The senior continued in that command till May 9, 1849, when he was again, as General-in-chief, replaced in command of the whole army. He has omitted the intermediate period (eight months and nine days) in his table of differences, now under consideration, because, perhaps, it may be conceded that his command was not, for the time, according to his brevet.

And what is the command of a lieutenant-general? In sec. 8, act March 3, 1799, (*Mil. Laws, p.* 92) it is declared: "That in the ordinary arrangement of the army (regular) two regiments of infantry or cavalry shall constitute a brigade and shall be commanded by a brigadier-general; two brigades a division, and shall be commanded by a major-general."

Following out this scale, (and there is not another tittle of legislation on the point applicable to the regular army,) our General Regulations for the army, approved by Mr. Secretary Calhoun, in the name of President Monroe, March 1, 1825, and the Infantry Tactics, approved

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 56.

CORRESPONDENCE, &c., IN RELATION TO THE COMPENSATION OF BREVET LIEUTENANT GENERAL SCOTT.

MESSAGE

FROM

THE PRESIDENT OF THE UNITED STATES,

TRANSMITTING

Copies of correspondence, &c., in relation to the compensation of Brevet Lieutenant General Scott.

MARCH 17, 1856.—Referred to the Committee on Military Affairs, and ordered to be printed.

To the House of Representatives:

I herewith transmit to the House of Representatives a report of the Secretary of War, with copies prepared in compliance with a resolution of the House of the 28th ultimo, requesting "copies of all correspondence, documents, and papers, in relation to the compensation and emoluments of Brevet Lieutenant General Scott, under the joint resolution of Congress approved February 15, 1855."

FRANKLIN PIERCE.

WAR DEPARTMENT,
Washington, March 15, 1856.

SIR: I have the honor to submit herewith copies prepared in compliance with a resolution of the House of Representatives of the 28th ultimo, requesting the President to transmit to the House "copies of all correspondence, documents, and papers, in relation to the compensation and emoluments of Brevet Lieutenant General Scott, under the joint resolution of Congress approved February 15, 1855, as may be in the executive departments of the government."

In addition to the correspondence and documents, of which copies are herewith transmitted, there has been a correspondence between this department and General Scott, in which the subject of his compensation has been incidentally discussed. The greater part of the correspondence, however, is upon other subjects; and, as the portion

Or rather its fifth section, that created the office of *lieutenant-general*, and attached certain pay and allowances thereto—

Ever been repealed? And if repealed, revived?

Premising that no act, nor part of one, can be repealed, except by explicit words, or the strongest implication, this inquiry comes up on a foot-note, placed by Cross, editor of the *Military Laws*, to the title of the foregoing act, saying "repealed by the act 16th March, 1802."

Nothing could be more superficial. Colonel Cross, a man of respectable parts, never professed himself a lawyer, and certainly had no pretension to the learning or habits of investigation required by the bar and the bench.

The exact historical and legal truth is, the fifth section of the act in question had remained in suspense or *abeyance* from December 14, 1799, when *Lieutenant* General Washington died *in that commission*, down to February 13, 1855, the day on which Brevet Lieutenant General Scott was, under a recent joint resolution of Congress, confirmed by the Senate as such.

And the ninth section of the act of March 3, 1799, (*Mil. Laws, chap.* 43, *page* 92,) which declares that "a commander of the army of the United States shall be *appointed* and *commissioned* by the style of 'general of the armies of the United States,' and the present office and title of lieutenant-general shall THEREAFTER be abolished," has been suspended or in abeyance from its date down to the present time; for, although *the Father of his Country* lived more than nine months later, the Senate in that interval was only some thirteen days in session, and hence, it seems, there was not convenient time for the change of his title by a renomination and a new commission. It is absolutely certain that he died a lieutenant-general—so expressly reported by the Secretary of War, April 15, 1800. See "Return of officers appointed, &c., &c., designating such officers as have accepted," &c., declined, &c., resigned, &c., died," &c. (*State Papers, Military Affairs, vol.* 1, *page* 147.) Hence, also, the office and title of lieutenant-general was not abolished, but fell into the same state (abeyance, suspense) from the death of its first incumbent.

May 14, 1800, Congress (*Military Laws, chap.* 48, *page* 98) authorized the President to "SUSPEND" further military appointments, including the office of "general of the armies of the United States," (vacant from its date,) and to begin and to complete, by the 15th of the next month, (June,) the reduction of the large war army to a small peace establishment. So far, it is evident that the section creating the lieutenant-general, and the section providing for a full "general," had both remained unrepealed, and that those titles were *suspended*, or in abeyance.

We come now to President Jefferson's peace establishment that cut down President Adams's from four regiments of infantry, two of artillerists and engineers, and two troops of light dragoons, to less than half that force. Act of March 16, 1802, *Military Laws*, chapter 49, page 99.

This is Colonel Cross's repealing act! The first section declares that the peace establishment shall be composed of three regiments, with such *officers*, military agents, and engineers, as are hereinafter

named. Not a word, here, about any repeal; but, as in the body of the act, the titles or offices of lieutenant-general and full general are not alluded to—they were clearly excluded from *that* peace establishment, and left suspended and in abeyance, as before. There is, however, a repealing clause in the last section of this act—the 29th: "'So much of any act or acts, now in force, as comes within the purview of this act, shall be, and the same is hereby, repealed."

No doubt if a lieutenant-general, or full "general," had been in actual commission, he would, under the limitation of the first section of the act, and the non-enumeration of him in the following sections, have been disbanded; but disbandment, by itself, would not have abolished the office, much less have repealed the law creating it. How, then, could the fifth section of act of May 28, 1798, creating the lieutenant-generalcy, being before suspended, dormant, or abeyant, and continued so by the first section of the act of 1802, come within the purview of, or be construed to interfere or conflict with, or to be contrary or repugnant to, the body of the same act? (Dwarris, page 674.) And here it may be repeated that laws are not snuffed out by side-wind legislation, nor repealed by random notes of inexpert editors.

But let it be supposed—without evidence, nay, against all evidence—that the section of the act creating the rank of lieutenant-general had, by some means or other, got itself abrogated, totally repealed. The result, since the joint resolution approved February 15, 1855, will be the same; for this resolution expressly "revived" the rank, and all its benefits must follow by the clearest rules of construction.*

The revival was distinctly placed on the ground that the rank might be conferred, by brevet, for eminent services rendered in the recent war against Mexico. Indeed, the measure, if there had been no constitutional objection, (to the naming an individual,) might, very justly, have been termed, *a joint resolution for the relief* (or indemnity) *of Major General Scott;* it being intended, as was universally known, in and out of Congress—by friends and opponents—to give him higher rank, with higher pay and higher emoluments, as a reward and indemnity for services and sufferings. The rank "lieutenant-general by brevet" has been bestowed in the very terms prescribed by Congress. But the resolution, in further acknowledgment of what was considered as due to eminent services, declares that these shall be requited (or acknowledged) "in the mode already provided for in subordinate grades."

These words must have an office or meaning over and above the authority to confer the brevet rank, or they would be merely tautologous; for that authority is expressly given in other and plainer terms

* A *physician and surgeon-general* was created by the act of March, 1813, with a salary; and fuel and quarters were allowed him by regulation. The office expired, but in 1818 was recreated under the title of *surgeon-general.* Attorney General Wirt held that the offices being essentially the same, though different in titles, the second was a virtual revival of the first, and hence the emoluments (fuel and quarters) which had been accorded to the former office, by regulation, instantly revived with it, and attached, without waiting for any new regulation granting the same. *Opinions of Attorneys General*, pages 356–'7. See, also, *Dwarris on Statutes*, page 675, &c.; 2 *Peters's Dig.*, 634.

in the same place. The quoted words, therefore, can only point to the higher pay and emoluments provided for the rank in the revived section. And so in the decision of Mr. Justice Story:

"Where a brevet commission in the army of the United States is conferred upon a party to rank from a prior date, the pay and emoluments of the rank conferred follow, as an incident, from this date, whenever the party has rendered services (has been on duty) according to that rank." 1 *Peters's Digest*, 367.

The foregoing notes are respectfully submitted to the Secretary of War, in whose hands it is supposed the question of compensation due to the brevet lieutenant-general is now held; but should that question have been referred to some other functionary of the government, then it is respectfully requested that these notes may, in time, be sent in the same direction. And a third time it is humbly petitioned, that if unanticipated objections should, on the part of the Treasury, arise against the claim, that the petitioner may be allowed a hearing before a final judgment be entered against him.

WINFIELD SCOTT.

HEADQUARTERS OF THE ARMY,
New York, March 30, 1855.

Servants or waiters for the brevet lieutenant-general when on duty, and with a command according to his brevet.

The undersigned asks the forgiveness of the Secretary of War for not adding this subject to his suggestion of yesterday respecting *fuel and quarters*, and now respectfully submits it with these remarks:

There are but three references from the index to our *Military Laws*. The first is to the act, July 6, 1812, section 5, p. 155, declaring that officers shall receive commutation for "not exceeding the number allowed by *existing regulations*." The next is to the act, March 30, 1814, section 9, p. 172, limiting the number for each grade, from major-general down, by copying from the then existing General Regulations for the Army; and the last reference is to the act, April 24, 1816, section 12, p. 190, which restores the authority of regulations by enacting "that all officers be allowed for each private servant, actually kept in service, not exceeding the number *authorized by existing* (prior to March 30, 1814, or ~~current~~) *regulations*, the pay," &c., &c.

It seems, therefore, clear that a new regulation may declare that the new grade shall be entitled to commutation for (say) five private servants.

WINFIELD SCOTT.

HEADQUARTERS OF THE ARMY,
New York, March 31, 1855.

Remarks upon the claim of Brevet Lieutenant General Scott, for brevet pay as lieutenant-general during certain periods.

The first question which presents itself in regard to this claim is, whether there is any law in existence fixing the pay and emoluments of the rank of lieutenant-general. It is contended by the claimant that the provisions of the act of May 28, 1798, on that subject, are now in force; that they have never been repealed, or, if repealed, that they have been revived.

The act under which General Scott holds his brevet commission, revives the grade of lieutenant-general. The grade thus revived was originally created by the act of May 28, 1798, and, as is expressed therein, in order to provide "a commander of the army which may be raised by virtue of this act." The existence of that army was limited to six years: *i. e.*, by the first section the men were to be enlisted for a term of not more than three years; and by the tenth section, enlistments were prohibited after three years from the passing of the act. The existence of the army being limited to a certain period, the officers "of the army" could not have a longer term. The claimant contends that the office continued afterwards to exist, but was in abeyance. I cannot conceive of the existence, in abeyance or otherwise, of an office, which there is no power in any one, under any circumstances, to fill; and there was no power in any one to fill the office of lieutenant-general after the 28th of May, 1801. Had there been existing at that date an army previously raised under the act, the existence of the army, and the power to appoint a commander, might have been prolonged at latest to the 28th of May, 1804; but such was not the case. I am therefore of opinion that the office expired by limitation on the 28th May, 1801, when the power to raise or maintain an army under the act of 1798 in fact ceased.

If the act had not expired by its own limitation, I am of opinion it would have been repealed by the several acts fixing the military peace establishment, particularly that approved March 16, 1802. The claimant admits that "if a lieutenant-general had been in actual commission, he would, under the first section of this act, and the non-enumeration of him in the following sections, have been disbanded;" but adds, "disbandment by itself would not have abolished the office, much less have repealed the law creating it."

On this point I have only to express my opinion, that the disbandment of an army in the execution of a law, absolutely abolishes all offices in or of that army, whether the same be filled or be vacant, and repeals the laws creating them. The consequences of a contrary doctrine are too obvious to need to be stated. I have further to express the opinion, that if the act was not repealed in the manner stated by the claimant, it is repealed by the last section of the act of 1802, which declares "that so much of any act or acts now in force, as comes within the purview of this act, shall be, and the same is hereby, repealed; saving, nevertheless, such parts thereof as relate to the enlistments, or term of service of any of the troops which, by this act, are continued on the present military establishment of the United States." (Hetzel's Military Laws, p. 105.) The act of May 28,

1798, is, in my opinion, clearly one of those which come "within the purview" of that of March 16, 1802, both referring to the "military establishment of the United States;" the claimant in fact admits this, and relies upon the fact of the office being vacant to save it from repeal.

The next point is, whether the provisions of the act of May 28, 1798, in regard to the pay of the lieutenant-general having expired by limitation, or having been repealed, are revived or re-enacted by the joint resolution of February 15, 1855.

The resolution does not expressly re-enact any part of the act of 1798; it revives the *grade* of lieutenant-general, but does not purport to revive any part of *the act;* no reference is made to the act. A reviving implies a previous existing, and no more; the only necessary implication in the use of the word "revived" is, that the grade of lieutenant-general had existed, and had ceased to exist. I am therefore not satisfied that any portion of *the act of* 1798 is revived, and that the power of the President and Senate to confer that grade does not rest *solely* upon the resolution of February 15, 1855. The fact that the grade had before existed, does not at all affect the authority given to the President and Senate to confer it. The resolution prescribes the circumstances under which it is to be conferred, for what services, the date at which it is to take effect, and every other particular necessary to guide the action of the President and Senate in the premises; the resolution is complete in itself, for all the purposes declared in it to be those which induced its passage; that is to say, to acknowledge the "services of a major-general of the army in the late war with Mexico, in the mode already provided for in subordinate grades.' Now the mode of acknowledging such services is by brevet promotion to a superior grade, to take rank from the date of such services; and accordingly, the resolution proceeds to authorize the grade of lieutenant-general to be conferred by brevet, to take rank from the date of the services of the officer on whom it was to be conferred.

It is evident, therefore, that the declared object of the resolution was answered by the introduction of the grade into the service. Why, then, does the resolution use the word "revived?" My view is, that the word was used because it is *historically* true; that the grade was revived, not by the use of the word "revived," but by the fact of its being introduced into the service after having formerly existed and expired. Thus, in a case cited by the claimant, Mr. Attorney General Wirt speaks of the appointment of surgeon-general, authorized by an act substantially identical in its terms with a previous act, repealed, authorizing the appointment of a physician and surgeon-general, as a revival of the former office, although no reference was made in the last act to the former one. The reference implied by the term itself is, then, in my opinion, a reference merely to the historical fact, not to the act of 1798, under which that fact occurred, and has no operation beyond what a statement of the same fact in the form of a recital would have had.

If, however, it be held that the act of 1798 is revived so far as it creates the office of lieutenant-general, is that part of the act also revived which fixes his pay and emoluments?

On this subject I am clearly of opinion that only so much of the

act as authorizes the grade could be held to be revived; and as the pay and emoluments are not included within that description, nor necessarily appurtenant thereto, such part of the act as relates to them is not revived.

No argument is necessary to show that an office may exist, and the incumbent exercise all the authority thereof, without any compensation whatever; and as an office may exist without pay, it follows that compensation must be allowed by law before it can be paid. The acts authorizing appointments in the army are carefully drawn in that respect. The pay of the different grades being fixed by general laws, it might be argued that when additional officers are placed in such grades, there would be no necessity for expressly granting them the pay of such grades; yet the practice is to grant the pay by express words. To such an extent is this practice carried, that in acts retaining officers in service, their pay has been secured to them ANEW. An example of this occurs in the act fixing the military peace establishment in 1821, which expressly provides that the officers and men "*retained*" should have the pay and emoluments provided by *existing laws*. The acts of 1802 and 1815, reducing the army, both expressly provide for the pay, &c., of the officers retained in service. A case could hardly occur in which such a provision would appear to have been less necessary; but, perhaps, a still stronger one is found in the acts continuing the office of the Commissioner of Pensions, which occurs to me, as that officer formerly belonged to this department. This office was limited to a term of four years; and before the expiration of the term, on several occasions, acts were passed to continue the office, so that the office should not expire; yet in each case the pay was expressly granted anew, except in a single instance, and in that reference is made back *to the act* authorizing a former continuance of the office, and the authority *contained in the act* is renewed.

In the argument submitted by the claimant on this point, much stress is laid on the words "in the mode provided for in the subordinate grades." "These words," he says, "must have an office or meaning over and above the authority to confer the brevet rank, or they would be merely tautologous, for that authority is expressly given in other and plainer terms in the same place. The quoted words, therefore, can only point to the higher pay and emoluments," &c.

The words quoted from the act have, I conceive, a very plain and obvious office apart from that attributed to them by the claimant. The resolution may be regarded as consisting of two members: one conferring on the President and Senate a certain authority, the other prescribing the occasion on which that authority is to be exercised. The words in question belong to the latter. Congress does not say, the services of a major-general shall be acknowledged in the mode already provided for in subordinate grades, and then leave the President and Senate to determine what that mode is, and apply it to the case of a major-general; but that when the President and Senate think that mode should be applied to the case of a major-general, then they may do certain acts. Congress, itself, has thought proper to prescribe every particular of the brevet commission, and has left to the President none of that discretion which he exercises in regard to

brevet commissions generally: the grade to be conferred, (that of lieutenant-general,) the nature of the commission, (by brevet,) when it is to take effect, (from the date of services in the war with Mexico,) all are regulated expressly by the resolution. Even if these particulars did not embrace all that the resolution supposes the President and Senate may deem it proper to do, the powers of the latter could not, I think, be enlarged by construction, in order that they might do more than is expressly authorized. But, in my opinion, the brevet promotion prescribed by the act is in strict accordance with "the mode already provided for in subordinate grades," and possesses every feature of the acknowledgment of eminent services in those grades.

It is, indeed, contended that increased pay forms a part of such acknowledgment in the subordinate grades. This seems to me far from the fact. A brevetted officer may never receive brevet pay. He may bear his honors through his whole life without ever deriving a dollar from them; and if he chance to come within the conditions which allow him to draw brevet pay, he takes it, not as an acknowledgment of services that won his brevet, but in payment for performing duty and exercising a command above his ordinary rank; and pay so earned cannot form part of the acknowledgment made for other services than those for which it is due and chargeable by law.

The opinion of the Attorney General, cited by the claimant to show that the revival of the office revived the grant of pay and emoluments, does not, in my opinion, sustain the position. In that case, as I gather the facts from the opinion, Congress created the office of physician and surgeon-general; the War Department granted to that officer quarters and fuel; Congress discontinued the office; the War Department did not repeal the regulation; Congress, afterwards, revived the office. Mr. Wirt then held, that when the office was revived, "the regulation in question *became applicable*"—not that the regulation was revived, for it had not been repealed. His decision, in effect, was, that a standing regulation directing an allowance of fuel and quarters to the surgeon-general was applicable to the officer who bore that description, under whatever law he might be appointed. That, however, was not the point in issue. On the revival of the office, the department had made a new regulation giving the surgeon-general fuel and quarters; and the question was, as to the power of the department to make such allowances, inasmuch as the law gave him "a salary," and was silent as to allowances. It was held that such allowances were not given by statute, but were discretionary with the department—that discretion being confirmed, to a certain extent, by the submission to Congress of estimates on which appropriations were made, which had been done in the surgeon-general's case. But, granting that the point cited from the opinion determined the case, it would not be applicable to this case, unless it be admitted that there was an act in the statute-book unrepealed on the 15th of February, 1855, which fixed the pay, &c., of lieutenant-general.

The whole scope of the resolution is of the most limited character. The grade is revived, not to be filled like other grades, but for the purpose of being conferred by brevet as an acknowledgment of past services, rendered in a war expressly designated; and the authority

WAR DEPARTMENT,
Washington, April 26, 1855.

: Brevet Lieutenant General Scott has submitted a claim for pay during certain periods when he claims to have been on and to have had a command according to his brevet rank. : determining the question whether he had such a command, f so, what class of allowances he would be entitled to, the ques- rises, whether there is in force any law fixing the pay and allow- of that grade. My views upon this point are indicated in some ks upon the claim accompanying the papers herewith submitted, have the honor to request your official opinion upon it.

Very respectfully, your obedient servant,

JEFFERSON DAVIS,
Secretary of War.

. C. CUSHING,
Attorney General.

HEADQUARTERS OF THE ARMY,
New York, April 26, 1855.

Supposing that the more important business, thrown by recent tion on the War Department, may by this time have been :hed, I beg leave to recall attention to my claim of pay to nents as *brevet lieutenant-general*, which was originally presented 8th to the paymaster-general, and by him (contrary to my ex- ... though I had no wish or preference in the matter) referred

gestion in your mind by another paper of remarks, dated fifteen days later.

And I have given the same direction to two other notes, dated, respectively, March 30 and 31, on the question of *fuel and quarters*, and on *servants* or *waiters*, proper to be allowed a brevet lieutenant-general on duty, according to that rank.

Premising that a party may be almost as much aggrieved by delays, however accidental, as by a decision in the teeth of justice; and resting in absolute confidence that every point I have presented on the recited papers, must, by the force of law and usage, without further legislation on the subject, be conceded to me or my representatives, I shall continue to entertain the hope of personally enjoying, in my short remainder of life, with my family, all the benefits evidently intended for us in the recent joint resolution of Congress.

I have the honor to remain, sir, respectfully, your obedient servant,

WINFIELD SCOTT.

Hon. JEFFERSON DAVIS,
Secretary of War.

WAR DEPARTMENT,
Washington, April 27, 1855.

SIR: I have the honor to inform you that I have referred to the Attorney General your claim for brevet pay as lieutenant-general, and have communicated to him verbally your desire to be heard upon the subject before a decision shall be made.

Very respectfully, your obedient servant,

JEFFERSON DAVIS,
Secretary of War.

Brevet Lieut. Gen. WINFIELD SCOTT,
United States Army, New York City.

WAR DEPARTMENT,
Washington, April 28, 1855.

SIR: I have this morning received your letter of the 25th instant, asking early attention to your claim for brevet pay and allowances.

The delay you refer to has not been the result of preference given to other business. The claim was examined in its order, and you will have learned from a letter which I addressed to you yesterday, that it has been referred to the Attorney General.

In regard to the confidence which you express in the legality of the claim, it is proper to apprise you that I have not come to the same conclusion, and hence the necessity of the reference to the Attorney General.

Very respectfully, your obedient servant,

JEFFERSON DAVIS,
Secretary of War.

Brevet Lieut. Gen. WINFIELD SCOTT,
United States Army, New York City.

HEADQUARTERS OF THE ARMY,
New York, May 12, 1855.

SIR: Availing myself of the privilege you have kindly accorded, I beg leave to ask your attention to the papers enumerated below, in support of my claim to the differences in pay and emoluments between my grades of major-general and lieutenant-general, viz:

A, my letter to the paymaster general, on the subject, dated March 8, 1855. No copy herewith forwarded.

B, my remarks, dated March 15, on a letter of the paymaster general of March 8, both addressed to the Secretary of War. The copy of the remarks, herewith transmitted, revised and enlarged, is offered as a substitute for the original.

C, my argument, dated March 30, submitted to the Secretary of War, on the repeal or revival of section 5, act May 28, 1798. A copy herewith, to which I beg to append a legal opinion, on the same points by an eminent counsellor.

D, a suggestion from me respecting fuel and quarters for the new rank, addressed, March 30, to the Secretary of War. No copy, herewith, as the matter may not have been referred by the Secretary.

C, a similar paper from me, addressed, March 31, to the Secretary of War, respecting a new regulation for the lieutenant-general, on the subject of waiters or servants. No copy, herewith, for the reason just given.

F, respecting my personal staff, as lieutenant-general, addressed to the Secretary of War, April 10, but which has not been before him. The original herewith.

I have the honor to remain, sir, with great respect, your most obedient servant,

WINFIELD SCOTT.

Hon. GEN. C. CUSHING,
Attorney General United States.

B.

Remarks on Colonel Larned's (paymaster general) letter to the Secretary of War, dated March 8, 1855, *touching the claim of the undersigned to the differences in pay and emoluments between the grades of major-general and lieutenant-general.*

This letter seems to object that where the law (or regulation) gives a higher allowance to a major-general for *forage* (as during the late war with Mexico,) than that given for forage, to a lieutenant-general, in war or peace;—or allows a commutation, for *servants*, to the lower rank, and no commutation, under that head, to the higher—the undersigned is not at liberty to claim the more advantageous provision made for his rank of major-general in the two particulars here stated; but must limit himself to the pay and emoluments prescribed for his higher grade.

(And here let it be remarked,—as fully balancing an opinion elsewhere intimated by the Secretary of War,—the paymaster general makes no question, "whether there is, in force, any law fixing the pay and *allowances* of the grade of *brevet* lieutenant-general?" but, undoubtingly, proceeds on the ground that section 5, of the act May 28, 1798, is in full force and vigor, and has been so at least since the passage of the late joint resolution, February 15, 1855.)

The paymaster general in excluding the lieutenant-general, under the recent joint resolution, from the higher forage (for a time,) and the commutation for servants allowed to a major-general, has merely overlooked the truth that the greater in rank includes the less, and that the two grades held by the undersigned are separable not only in idea, but in fact; for if the undersigned were limited in his command to less than two divisions, he would, for the period, be reduced in his pay and all his emoluments, to those of a major-general. (See act April 16, 1818, section 1. *Military Laws, chap.* 116, *p.* 202.)

He, in no situation, claims to add the pay of one grade to the pay of the other grade, or any particular emolument of one grade to the like emolument of the other; but he does demand, of right, under the laws when in "command according to his brevet rank," the higher pay and the higher emoluments of the two grades; and in respect to a commutation for servants, (allowed to every other officer of the army, and now again a subject for regulation—see act April 24, 1816, sec. 12, Military Laws, p. 190,) the brevet lieutenant-general will be obliged to content himself with the commutation accorded to a major-general, until it may be the pleasure of the Secretary of War to make, by regulation, a suitable provision for the revived grade. [This matter, and that of increased fuel and quarters, have now (both) been before him (as entirely within his competency) since the end of March, and without any reply, although he (the Secretary) might infer from the paymaster general's letter, before him, that the undersigned may be excluded from fuel and quarters on any ground that would exclude him from an allowance for servants.] Connect with the foregoing argument, the universal expectation expressed at the time, by friends and opponents—the latter *before* the passage of the joint resolution—in Congress, in Washington, in solemn debate, in newspaper articles and in conversation—that the temporary revival of the lieutenant-generalcy, in behalf of the undersigned, would, leaving him each of his old allowances, add thereto the difference in favor of the corresponding allowance of the revived rank,—and the foregoing reply to the paymaster general's cited objection seems conclusive. The paymaster general speaks, doubtingly, as to the effect of recalling the undersigned from the immediate command of the particular army then serving in Mexico (1848.) The undersigned, however, was continued the general-in-chief or commanding general of the whole army, or "the armies of the United States," and paid, as such, including double rations, by a hostile administration, till September 1, 1848, when, at his own instance, and in compliment to Major General Taylor, the two major-generals were assigned to the command of the eastern and western divisions, respectively, as in the

time of Major Generals Brown and Jackson,—leaving no central commander, other than the President through the War Department.

In this partial command, less than an army corps, or *corps d'armée*, if troops alone are to be considered in respect to brevet pay (but see the order of the War Department, just issued, in behalf of Brevet Major Wayne) the undersigned continued eight months and nine days, when he resumed, as general-in-chief, the command of the whole army. (The undersigned, in his letter to the paymaster general (March 8, 1855,) claiming the differences in pay, &c., now under consideration, designedly, but with some hesitation, omitted the differences for those eight months and nine days; but under the recent decision of the Secretary of War, just alluded to, that omission shall, at the proper time, be corrected.)

And what is the appropriate command of a lieutenant-general? In section 8, act March 3, 1799, (*Military Laws, p.* 92,) it is laid down:—

"That in the ordinary arrangement of the army, two regiments of infantry or cavalry shall constitute a brigade, and shall be commanded by a brigadier-general; two brigades, a division, and shall be commanded by a major-general."

Following out this scale, and there is not another tittle of legislation, on the subject, applicable to our *regular* army—the code of *General Regulations* approved by Mr. Secretary Calhoun, in the name of President Monroe, March 1, 1825, and *Infantry Tactics*, approved by Mr. Secretary Cass, in the name of President Jackson, April 10, 1835, both make two divisions constitute an army corps, or *corps d'armée*—a command for the rank next above major-general, that is, *lieutenant-general*, which, itself, is one degree below the grade held by the *Father of his Country* from June 15, 1775, to the end of 1783. And this subordination of grades was recognised and legislatively determined, as early as November 15, 1776, thus:—

"That the rank of naval officers be to the rank of officers in the land service, as follows: Admiral, as a *general*, (Washington's then rank;) vice-admiral, as a *lieutenant-general;* rear-admiral, as a *major-general;* commodore, as a *brigadier-general*, &c., &c. *Journals of Congress, volume* 1, *p.* 549.

The paymaster general hesitates whether double rations, as lieutenant-general, ought to be granted to the undersigned, "*after* he turned over the command of the army, in Mexico, to General Butler," and this hesitation seems rather to be caused by the large amount involved, than any difficulty in the law. But as the half-suppressed suggestion of the modest paymaster general appears to have become the confident opinion of a bolder mind,—with, perhaps, little or no inquiry—and applied, by the latter, to the period *before*, as well as to the period *after* that change of command,—a slight consideration of the enactments of Congress, respecting double or additional rations, is here necessary.

Those enactments (*Military Laws, pp.* 67, 100,) are summed up in section 6, act August 23, 1842, p. 277.

The first declares "that, to the brigadier-general, while *commander-in-chief*, and to [&c.,] there shall be allowed twice the number," &c., which provision was in full force during the time of *Lieuten-*

ant General Washington, and being *in pari materia*, became revived with section 5, act May 28, 1798. The act of 1842, gives the same allowance to the senior officer of the period who is called "the major general, *commanding the army*"—the principle being to provide the commander-in-chief "an indemnification for extra expense arising from situation," as General Hamilton (*Works, vol.* 5, *p.* 396,) expresses it, or in the way of "having respect to the special circumstances of each post," by which the act of 1802, scales or apportions the number of *additional rations*."

Now, it would be absurd to accord double rations to a "brigadier commander-in-chief," or "major-general, commanding the army," and to deny them to the brevet lieutenant-general, commanding-in-chief, who is necessarily, exposed by increased rank, to a much larger expenditure. But, in short, the extra rations are plainly intended by the law, and virtually so expressed in the acts of 1797, and 1842, not so much for the brigadier-general, the lieutenant-general, or the major general of the different periods, as for the *commander-in-chief*, the *commanding general* or the *general-in-chief* of the army, for the time being.

A practical and standing illustration in support of the claim to double rations, under consideration, is furnished by the case of Colonel and Brevet Major General Smith, the commander of the department of Texas.

In the language of section 6, act 1842, he is not "an officer commanding in chief a separate army actually in the field," nor a general "commanding the eastern [or] western geographical divisions," for these have been abolished; but he is one of the "colonels or *other officers*, commanding military geographical *departments*," and having a command in troops, according to his brevet of major-general, actually receives, under section 1, act April 16, 1818, and with the full knowledge and approbation of the War Department, Auditor, &c., the pay and double rations of major-general.

The words "other officers" were, in the last quotation above, underscored with a view to further considerations, lest it might be argued that Smith, under them, is in command of the department, not as a colonel, but as a brigadier or major-general, (certainly *other* officers) and Smith is both brigadier and major-general, by brevet. But not so. The enumeration of commanders, in the act of 1842, is in the descending scale from major-general, through other generals, to colonels, and then to *other officers* (below colonels) which forbids that we should remount to generals. See the remarkably apposite rule of construction (the 2d) 1 Black. Com. 88.

All which is respectfully submitted to the honorable the Attorney General of the United States.

WINFIELD SCOTT.

HEADQUARTERS OF THE ARMY,
New York, May 12, 1855.

[Endorsement.]

The paper is a revision and enlargement of the one originally submitted to the Secretary of War, March 15, and which, it is desired,

ermitted to take the place of the original, now supposed to
hands of the Attorney General.

W. S.

NEW YORK, *May* 15, 1855.

General Scott begs the Attorney General to allow the ex-
f the accompanying copy of the paper C, originally addressed
ec. of War, March 30, 1855, by the lieutenant-general, for
of the same paper (C) put under cover to the Attorney Gen-
he 12th instant.

ly reason for desiring the exchange, is, the very curious ad-
note, in *black* ink, at page 2 of the copy herewith trans-
nd which note is necessary to complete the interesting his-
uestion.

C

Anticipatory.

e act—*Mil. Laws*, chap. 34, page 72—entitled
ct authorizing the President of the United States to raise a
al army"—
her its 5th section, that created the office of *lieutenant-general*,
ched certain pay and allowances thereto—
een repealed? and if repealed, revived?
sing that no act, nor part of one, can be repealed except by
words or the strongest implication,—this inquiry comes up on
te, placed by *Cross*, editor of the Mil. Laws, to the *title* of
oing act, saying—"repealed by the act 16th March, 1802."
g could be more superficial. Colonel C., a man of respect-
ts, never professed himself a lawyer, and certainly had no
n to the learning or habits of investigation, required by the
the bench.
act historical and legal truth is, the 5th section of the act, in
, had remained in suspense or *abeyance* from December 14th,
en *Lieutenant* General Washington died *in that commission*,
February 28th, 1855,—the day on which Brevet Lieutenant
Scott was, under a recent joint resolution of Congress, con-
y the Senate as such.
he 9th section of the act, March 3, 1799, (*Mil. Laws*, chap.
2,) which declares that "a commander of the army of the
States shall be *appointed and commissioned* by the style of
l of the armies of the United States, and the present office
of lieutenant-general shall, THEREAFTER, be abolished," has
pended, or in abeyance, from its date, down to the present
r, although the *Father of his Country* lived more than nine

months later, the Senate, in that interval, was only some thirteen days in session, and hence, it seemed, there was not convenient time* for the change of his title by a renomination and a new commission. It is, however, absolutely certain that he died a lieutenant-general.† Hence, also, the office and title of lieutenant-general was not abolished, but fell into the same state, (abeyance, suspense) from the death of its first incumbent.

May 14, 1800, Congress (*Mil. Laws, chap.* 48, *p.* 98,) authorized the President to "SUSPEND" further military appointments, including the office of "general of the armies of the United States," (vacant from its date,) to begin and to complete, by the 15th of the next month (June) the reduction of the large war army, to a small peace establishment. So far, it is evident, that the section creating the lieutenant-general, and the section providing for a full "general" had both remained unrepealed, and that those *titles* were suspended, or in abeyance.

We now come to President Jefferson's peace establishment, that cut down President Adams's from four regiments of infantry, two of artillerists and engineers, and two troops of light dragoons, to less than half that force.—Act March 16, 1802.—(*Mil. Laws, chap.* 49, *p.* 99.)

This is Col. Cross's repealing act! The first section declares that the peace establishment "shall be composed of [three regiments] with such *officers*, military agents, and engineers, as are hereinafter named."

Not a word, here, about any repeal; but, as, in the body of the act, the titles or offices of lieutenant-general and full general, are not alluded to, they were clearly excluded from *that* peace establishment, and left suspended and in abeyance, as before.

There is, however, a repealing clause in the last section of this act—the 29th: "So much of any act or acts, now in force, as comes within the purview of this act, shall be, and the same is, hereby, repealed." No doubt if a lieutenant-general, or full "general" had been in actual commission, he would, under the limitation of the first section of the act, and the non-enumeration of him in the following sections have been disbanded; but disbandment, by itself, would not have abolished the office, much less have repealed the law creating it.

How then could the 5th section of act May 28, 1798, creating the lieutenant-generalcy, being, before, suspended, dormant or abeyant, and continued so by the first section of the act of 1802, come within

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[* Note, in *black* ink, at page 2.]

This conjecture is not altogether accurate. President Adams had no objection to the title of lieutenant-general (lieutenant to the President,) but was jealous of the rank *general*, as if the constitutional commander-in-chief of the army and navy would not necessarily remain such, although forty field-marshals, captain-generals, full generals, and full admirals, were created by Congress. See letter from Senator Sedgewick to General Hamilton, February 7, 1799.—*Hamilton's Works, vol.* 6, *p.* 394.

* So expressly reported by the Secretary of War, April 15, 1800. See "Return of officers appointed, &c., &c.," designating such officers as have accepted, &c. declined, &c., resigned, &c., died, &c.—*State Papers, Military Affairs, vol.* 1, *p.* 147.

the purview of, or be construed to interfere or conflict with (or to be contrary or repugnant to) the body of the same act? (Dwarris, p. 674.) And here it may be repeated that laws are not snuffed out by side-wind legislation, nor repealed by random notes of inexpert editors.

But let it be supposed,—without evidence,—nay, against all evidence,—that the section of the act creating the rank of lieutenant-general, had, by some means or other, got itself abrogated,—totally repealed. The result, since the joint resolution approved February 15, 1855, will be the same; for this resolution expressly "revived" the rank, and all its benefits must follow by the clearest rules of construction.* The revival was distinctly placed on the ground that the rank might be conferred, by brevet, for eminent services rendered in the recent war against Mexico. Indeed the measure, if there had been no constitutional objection (to the naming an *individual*) might, very justly, have been termed, *a joint resolution for the relief* (or indemnity) of *Major General Scott*,—it being intended, as was universally known, in and out of Congress,—by friends and opponents,—to give him higher rank, with higher pay and higher emoluments, as a reward and indemnity for services and sufferings. The *rank* "lieutenant-general by brevet," has been bestowed in the very terms prescribed by Congress. But the resolution, in further acknowledgment of what was considered as due to "eminent services," declares that these shall be requited (or "acknowledged") "in the mode already provided for in subordinate grades." These words must have an office or meaning, over and above the authority to confer the brevet rank, or they would be merely tautologous; for that authority is expressly given in other and plainer terms in the same place. The quoted words, therefore, can only point to the higher pay and emoluments provided for the rank in the revived section—and so in the decision of Mr. Justice Story:

"Where a brevet commission in the army of the United States is conferred upon a party, to rank from a prior date, the pay and emoluments of the rank conferred, follow, as an incident, from this date, whenever the party has rendered services [has been on duty] according to that rank." (1 *Peters's Digest*, 367.)

The foregoing notes are respectfully submitted to the Secretary of War, in whose hands, it is supposed, the question of compensation due to the lieutenant-general is now held; but should that question have been referred to some other functionary of the government, then it is respectfully requested that these notes may, in due time, be sent in the same direction. And a third time it is humbly petitioned that if *unanticipated* objections should, on the part of the Treasury, arise

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* A *physician and surgeon-general* was created by the act, March, 1813, with a salary; and fuel and quarters were allowed him by regulation. The office expired, but in 1818 was re-created under the title of *surgeon-general*. Attorney General Wirt held, that the offices, being essentially the same, though different in *title*, the second was a virtual *revival* of the first; and, hence the emoluments (fuel and quarters) which had been accorded to the former office, by regulation, instantly revived with it and attached, without waiting for any new regulation granting the same.—*Opinions* Attorneys General, pp. 356-7. (See also Dwarris on Statutes, p. 675, &c., and 2 Peters's Dig, 534.)

against the claim, that the petitioner may be allowed a hearing before a final judgment be entered against him.

WINFIELD SCOTT.

HEADQUARTERS OF THE ARMY,
New York, March 30, 1855.

At the request of General Scott, I have perused a brief* submitted by him to the Secretary of War, in relation to certain questions arising upon the joint resolution of the Congress of the United States, authorizing the President "to confer the title of lieutenant-general, by brevet, for eminent services," approved February 15, 1855, and have carefully examined the several acts of Congress connected with the subject; and in further compliance with his wishes, I shall proceed to state the opinions I have formed on the several points involved in the case.

1. The first question is, whether the 5th section of the act of the 28th of May, 1798, (1st United States Statutes at Large, p. 558; Military Laws of United States, compiled by Col. Cross, ch. 34, p. 72,) authorizing the President of the United States to raise a provisional army, by which section the President was empowered to appoint a commander of the army, to be commissioned as a lieutenant-general, has ever been repealed?

According to the view taken in the *brief*, this section has not been *repealed* by any of the subsequent acts, but only *suspended* and kept in a state of abeyance.

I cannot concur in this view. I think the 5th section of the act of May 22, 1798, was repealed by the act of March 16, 1802, *fixing* the military peace establishment of the United States, (2d United States Statutes, p. 132; Military Laws of the United States, ch. 49, p. 99;) if, indeed, it had not previously expired by its own limitation. The act of the 22d of May, 1798, as its title indicates, and as all its provisions show, was a provisional or precautionary measure, designed to meet an event then contemplated by Congress as possible, viz: a declaration of war against the United States, or the actual invasion of their territory by a foreign power, or the imminent danger of such invasion. These apprehensions, as we learn from the public history of the times, and as appears on the face of some of the subsequent laws, supplementary to the act of 1798, grew out of the differences then existing between the French republic and the United States. Enlistments for this provisional army were accordingly required to be made within *three years* after the passing of the act, (sec. 10,) and for a term *not exceeding three years*;† (sec. 1,) and thus the existence of the army, including its necessary officers, was limited, at longest, to

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(*A copy of General Scott's argument on the point discussed in this opinion, which argument was submitted to the Secretary of War, with the date March 30, 1855.)

†All enlistments in old as well as in every new regiment are in the United States army for limited periods—for 18 months (in *old* regiments,) act April 8, 1812, &c., &c. W. S.

three years, from the time when the 10,000 men of which it was to consist should all be enlisted.

If these enlistments were completed during the year 1798, the terms of service of the troops would at all events have ended on or before the 31st of December, 1801. The material part of the 5th section now to be considered, provides, "that whenever the President shall deem it expedient, he is hereby empowered to appoint, by and with the advice and consent of the Senate, a commander of the army which may be raised by virtue of this act, and who, being commissioned as lieutenant-general, may be authorized to command the armies of the United States, and shall be entitled to the following pay and emoluments," &c.

It was thus left discretionary with the President to appoint the chief, authorized by the section, or not; but if appointed, he became a part of the provisional or temporary army, and, like every other officer of that army, his term of office would of necessity expire with the term of service of the army itself;* though, while it existed, he might be authorized to command, not only the provisional army, but all the armies of the United States. Under this section ex-President Washington was appointed and commissioned, in the month of July, 1798, as lieutenant general, and continued in office and command until his death on the 14th of December, 1799.

In the mean time, several acts had been passed by Congress, supplementary to the act of May 22, 1798, and like that act, for the most part, of a provisional or temporary character. These are the acts of the 16th of July, 1798, "to augment the army of the United States, and for other purposes," (1st U. S. Statutes, p. 604; Mil. Laws of U. S., ch. 37, p. 80,) the act of 2d of March, 1799, "giving eventual authority to augment the army of the United States," (1st U. S. Statutes, p. 725; Mil. Laws of U. S., ch. 40, p. 85,) and the act of the 3d of March, 1799, "for the better organizing of the troops of the United States, and for other purposes," (1st U. S. Statutes, p. 749; Mil. Laws of U. S., ch. 43, p. 89.) By the 9th section of the last named act (1st U. S. Statutes, p. 752; Mil. Laws of U. S., p. 92,) it is provided, "That a commander of the army of the United States shall be appointed and commissioned by the style of "general of the armies of the United States; and the present office and title of lieutenant-general shall thereafter be abolished."

I think it evident that this new office was intended merely as a substitute, with a change of title, for the lieutenant-generalcy, authorized by the act of May 22, 1798, and at the date of the act of March 3, 1799, actually held by General Washington, the duties being the same, and no new pay or emoluments being given; and that this section, like the 5th section of the act of 1798, was also limited in duration to the existence of the provisional army as authorized by that act, and as augmented and organized under the acts of 16th July, 1798, and the 2d and 3d of March, 1799.

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*This is, perhaps, a *non sequitur*. All United States corps and officers would be disbanded at the end of each appropriation bill, if another such bill did not intervene, and army appropriation bills can't cover more than two years. W. S.

The 9th section of the act of March 3, 1799, was in force as a law at the time of the death of General Washington; and to supply the vacancy in the command of the provincial and other armies of the United States, it would have been necessary to appoint and commission a commander with the new title given by that section. But no such officer was ever appointed or commissioned, and consequently the office and title of lieutenant-general, created by the act of 1798, were not abolished by force of this section, nor by means of anything done under it.

By the act of the 20th of February, 1800, to *suspend* in part an act entitled "An act to augment the army of the United States, and for other purposes," (2d U. S. Statutes, p. 7; Mil. Laws, ch. 44, p. 96,) all further enlistments under the second section of the act of March 2, 1799, were *suspended* until the further order of Congress; and by the first section of the act of May 14, 1800, supplementary to the act of February 20, 1800, (2d U. S. Statutes, p. 85; Mil. Laws U. S., ch. 48, p. 98,) the President was authorized, according to his discretion, to *suspend* any further military appointments under the act of March 2, 1799, and under the above quoted ninth section of the act of March 3, 1799. In the exercise of the discretionary power thus conferred on him, President Adams did suspend any appointment of a "general of the armies of the United States;" and it is argued in the brief submitted to me, that this suspension was not a *repeal* of the ninth section of the act of March 3, 1799, nor of the fifth section of the act of May 22, 1798; that both those sections remained in *suspension* and *abeyance* when the act of the 16th of March, 1802, "fixing the military peace establishment of the United States," (2d U. S. Statutes, p. 132; Mil. Laws of the U. S., ch. 49, p. 99,) was passed, and that neither of them was repealed by the act of 1802, because the offices of lieutenant-general and general of the armies of the United States were not named or alluded to in the body of the act, and because the repealing section with which it concludes (2d U. S. Statutes, p. 137; Mil. Laws of U. S., ch. 49, pp. 105, 529,) merely repeals "so much of any act or acts *now in force* as comes within the purview of this act." It is, therefore, insisted that both these sections remained *unrepealed* by the act of 1802, and being then unrepealed, have ever since continued in the same condition; that is, in a state of suspension and abeyance, but not repealed.

I cannot assent to this reasoning. The fifth section of the act of May 28, 1798, as modified by the ninth section of the act of March 3, 1799, was in existence as a law at the time of the passing of the act of May 14, 1800, and it was suspended by the first section of this law. This is undeniable. But this suspension could not have the effect to prolong beyond its prescribed duration that which, as already shown, was originally provisional and temporary. If, therefore, the terms of service of the men enlisted for the provisional army all expired (as they may have done) before the 16th of March, 1802, then I think the fifth section of the act of May 28th, 1798, and the office and title of lieutenant-general created by it, expired with them.

If, on the other hand, the 5th section of the act of May 28, 1798, with the 9th section of the act of March 3, 1799, had not expired be-

fore the passing of the act of the 16th of March, 1802, then, I think, they were both repealed by their marked and positive repugnance to the particular provision and entire scope of this act. It is true, that repeals by implication are not favored;* but in this case nothing can well be imagined more repugnant to, or incompatible with, the very limited peace establishment "*fixed*" by the act of 1802, than the continuance, as laws, of either of these sections. Besides the act of March 16, 1802, was passed on the recommendation of President Jefferson, in his first annual message of December 8, 1801, with the express intent on the part of its authors to substitute for the former establishment a smaller and less expensive one, not merely because the difficulties with France had been settled, but upon other grounds of public policy. This is a well-known historical fact; and the intent to abolish the old and to introduce a new establishment, which should thereafter be the only one in existence, accordingly pervades every part of the new law. I am therefore brought irresistibly to the conclusion, that the 5th section of the act of May 28, 1798, and the 9th section of the act of March 3, 1799, though not repealed by the general repealing clause† at the end of the act of March 16, 1802, were repealed by their palpable and absolute inconsistency with the design and scope, and with the arrangements and details of the peace establishment created by this act.

In every edition of the laws of the United States published since 1802, the above-cited acts of 1798 and 1799 are marked as *repealed.* One of these editions, that of 1815, was published under the authority of an act of Congress, and the superintendence of the Secretary of State and Attorney General. The last, that of 1845, was edited by the learned reporter of the Supreme Court, Mr. Peters, and was liberally patronized by the government.

The noting of these statutes in these editions of the laws as *repealed*, may be regarded as proof of a cotemporaneous and continued opinion on the part of those well qualified to judge that these statutes had been swept away by the law of 1802. This opinion may not have been absolutely correct as to every provision contained in each of these acts. Some of the general provisions of the acts of 1799 may, perhaps, be consistent with the act of 1802, and therefore left in force; but no such exemption can be claimed for the 5th section of the act of 1798, or the 9th section of March 2, 1799.‡

The second question grows out of the joint resolution of Congress of the 15th of February, 1855, and the action of the executive under it. It is whether the fifth section of the act of May 28, 1798, has been revived by that resolution; and if so, what are the rights under it as to pay and emoluments of General Scott, who has been appointed and

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* Courts repugn such repeals, and all repugnancy was avoided by the previous suspension and laying aside of the older act or acts. W. S.

† There being a repealing clause, nothing can be repealed not therein named and expressed. W. S.

‡ See to the contrary, 3 Howard, 414. W. S.

commissioned, by virtue and in pursuance thereof, as lieutenant-general.

I am decidedly of opinion, upon this question, that the above quoted fifth section of the act of May 28th, 1798, has been *revived* by the joint resolution; that it is revived in its original form and with its original effect, and is now in force as a law, and *fixes* the pay and emoluments of the grade of brevet lieutenant-general, and that under it Brevet Lieutenant General Scott is entitled, not only to the pay and emoluments given therein for the time since his commission, but also to the difference between his old and new rank, from the 29th of March, 1847, the date of his "eminent services as major-general of the army in the late war with Mexico," specified in his commission.*

I proceed to state my reasons for each of these propositions.

1. The joint resolution expressly resolves, that, in order to the accomplishment of the object specified therein, "the *grade* of lieutenant-general *be, and the same is hereby, revived in the army of the United Sta'es.*"

These words are clear and imperative. They leave nothing to implication; they admit of no dispute; they contain nothing for interpretation. The "*grade of lieutenant-general in the army of the United States,*" from the moment the joint resolution was approved by the President, became, in law and in fact, an existing *grade* in this army. Until General Scott was appointed and commissioned, this grade was unfilled; but it *existed* from the 15th of February, 1855, the date of the President's approval.

The grade thus legislated into being by the joint resolution is not an original creation of the present Congress. They speak of it, in the resolution, as a grade which at some former period existed in the army, but which had in some way become defunct; and they declare it to be their will that it shall now be *revived.*

It is only by act of Congress that a grade in the army of the United States can ever be lawfully created; and it is only by reviving the *particular act of Congress* which created it, that a defunct *grade* can be *revived.* We are, therefore, to search the acts of Congress for that provision by which "the *grade* of lieutenant-general of the army of the United States" was created. On making this search, we find, in all the acts passed between 1789 and the present day, one provision, and one only, in which the grade is named, and that provision is the fifth section of the act of May 28, 1798. Infallibly, then, that section is the one referred to by Congress in the joint resolution; and consequently, that section is a law, and with the force and effect of *a law, is revived* by the resolution.

2. It is an established rule in the construction and application of statutes, that when a repealed, expired, or suspended statute is revived

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* Another friend remarks that Congress and the President must have intended, by the new law and the commission, that the brevet lieutenant-general should receive the additional pay and emoluments of that grade, and from the earliest day, according to "the mode [or usage] provided for in subordinate grades." If not, then an old public servant, admitted by Congress and the President to have deserved well, has been tantalized with additional rank that places him over nobody not before under his command, and the mockery wantonly aggravated *by antedating that* rank, as in subordinate cases, nearly eight years. W. S.

by the legislature without any qualification accompanying the act of revival, such statute comes into force precisely in its original form and with its original effect.

The rule is thus expressed by the Supreme Court of the United States, in the case of the cargo of the brig Aurora *vs.* the United States, (7 Cranch, 388:) "We are of opinion that by reviving an act, the legislature must be understood to give it, from the time of its revival, precisely that force and effect which it had at the moment when it expired." In the case of *Williams vs. Roughheadge*, 2 Burrows' Reports, 747, the Court of King's Bench held that the simple revival, by the act of Parliament, 29th George II., c. 28, of the expired act, 2d George II., c. 22, had the effect of reviving *four* several acts of Parliament, passed in the 3d, 8th, 14th, and 21st years of George II., explaining and amending the act of 2d George II.

These four acts had also expired, and the reviving act said nothing of them, but was limited, in terms, to the simple revival of the original act. Yet the court held that these amendatory acts, "being all attendant upon the original act, were revived with it." *A fortiori* must every part and clause of the original act or provision itself be included in the revival.

It is another old and well-established rule, that by the repeal of a repealing statute, the original statute is revived without any formal words for that purpose. (1 Blackstone's Com., 90; 2 Bac., ab. Title Statutes D., vol. 6, p. 372; *Commonwealth vs. Getshell*, 16 *Pickering*, 452; *vs. Mott*, 21 *Pickering*, 492; *vs. Churchill*, 2 *Metcalf*, 118.)

The opinion of Chief Justice Shaw, and the judgment of the court in the last cited case, show that in the case of these implied revivals of a pre-existing statute, it comes into effect with all the penalties and other incidents which belonged to it at the time of its repeal. In such cases, there may sometimes be reason to doubt whether all these consequences were foreseen and intended by the legislature. Yet the law infers, from the simple and unqualified act of repeal, that the legislature did intend to revive the old law with all its incidents.

But if this be the rule in cases of revival by implication from the mere repeal of a repealing law, how much more so in the present case? Here the legislature have expressly declared that the grade of lieutenant-general shall "be, and is hereby, *revived*;" in other words, that the fifth section of the act of May 28, 1798, creating that grade, shall "be, and is hereby, *revived*."

The word "*revived*," when thus used by the legislature, has a peculiar significancy and force. In the interpretation of statutes, it has a well-known technical sense, and in this sense the legislature must be presumed to have used it. They must be understood to have had before them the 5th section of the act of May 28, 1798, and to have used the word with express reference to that section, and consequently to have intended that this section, in all its length and breadth, should be *revived*—that is, should again live and operate as a law. They had it in their power, when proceeding to revive the defunct but formerly existing grade of lieutenant-general, to do it in such new form, and with such new incidents as they might choose to prescribe. They

think fit to do it without any new prescription whatsoever ; they content themselves with the simple enactment that it shall be *revived*. The general rule, therefore, as it seems to me, is plainly applicable to the case ; the grade of lieutenant-general, as originally created by the 5th section of the act of May 28th, 1798, was revived, by the joint resolution of the 15th of February, with all its original incidents ; and every part of the section is now in force *as a law*, precisely as if the same had been repeated in so many words in the joint resolution.

3. It follows, from the foregoing, that from the time of his appointment and commission, General Scott is entitled to the pay and emoluments annexed, by the 5th section of the act of May, 1798, to the office of lieutenant-general. I think, also, that he is clearly entitled to such pay and emoluments, from the date to which his rank is carried back by his commission, viz : the 29th of March, 1847. If Congress had intended to *revive* the *grade* of brevet lieutenant-general, without reviving the pay and emoluments annexed to the grade, I think they would have said so, especially as the only legislative provision ever made on the subject—the very one revived by the joint resolution—annexes the pay and emoluments to the grade. No such qualification is to be found in the resolution ; on the contrary, it contains several expressions utterly inconsistent with a construction so injurious to the grace and value of the act.

In interpreting the resolution, we are to seek for the intent of its authors by a careful examination of the words used, and we are to give to them such a construction that, if it be possible, no clause or word shall be rendered nugatory. These rules are elementary and familiar. In the present resolution there are abundant proofs, in the language employed, that it was the intent of Congress to confer, not a mere name or title, but along with that title something more expressive and substantial. The title of the joint resolution, it is true, is a " resolution authorizing the President of the United States to confer the *title* of lieutenant-general by brevet for eminent services," but the resolution itself goes far beyond its title. The words " title of lieutenant-general" are not to be found in it. It authorizes the conferring, not of the *title*, but of the *grade* of lieutenant-general, and this it does by *reviving* the grade. The title will, indeed, be acquired from the measure authorized by the resolution ; but it will follow as an incident of the grade, as the shadow follows the substance. The effect of the resolution then is, to revive not the title alone, but the grade also; and this is done by the law-maker with a definite purpose—as means to an end—which purpose and end are thus explicitly stated in the resolution : " in order that when, in the opinion of the President and Senate, it shall be deemed proper *to acknowledge eminent services* of a major-general of the army in the late war with Mexico, in *the mode already provided for in subordinate grades*, the grade of *lieutenant-general* may be *specially conferred by brevet only*." This clause is peculiarly significant. It implies that among the major-generals who had served in the Mexican war, there was one who had performed services so eminent, as to call for a special acknowledgment thereof, and that the President and Senate would deem it expedient, were the way legally opened therefor, to make such acknowledgment. The

nominating him as brevet lieutenant-general, and the other by ing the nomination.

ive still further speciality to the *acknowledgment* thus anticid authorized, the resolution concludes with a provision "that ne said grade of lieutenant-general by brevet *shall have once* ed and have become *vacant*, this joint resolution shall *there*pire, *and be of no effect.*" From the public history of the , and the legislative history of the resolution, it is impossible that the special object of Congress, in passing it, was to make eneral Scott, through the medium of his appointment to the grade of brevet lieutenant-general, to be conferred in the conal form by the President and Senate, a *special acknowledg*the eminent services rendered by him while in the command of y of the United States in Mexico. In the expectation that he e nominated and appointed to this grade, the resolution also that in such case he "*shall take rank from the date of such or services*," thus showing an anxious desire to render the *edgment* commensurate with the *services performed;* and to this on the part of Congress, the commission conforms.

difficult to conceive any adequate or sensible motive on the Congress in this clause, except that of carrying back the pay oluments to the date of the service to be acknowledged. It was ole, by legislative provision in 1855, to add to services per- not in the grade of brevet lieutenant-general, but in that of eneral. This was a fixed fact, which no legislature could nd it is not for a moment to be supposed that Congress d to attempt a thing so impossible. But it is within the ordiovince of legislation to grant whatever the legislature may t *pay* and *emoluments* for the time past, as well as for the and it often happens that this very thing occurs in the subordrades of the army, in cases of brevet commissions for gallant or meritorious conduct. By the acts of Congress of the 6th , 1812, and the 16th of April, 1818, brevet rank for such seray be conferred by the President, with the consent of the and it is usual, in such cases, to date back the rank in the sion to the date when the services were performed. There be no express provision of law authorizing such a dating back nk; but its legality has never been questioned; and in the case *United States* vs. *Vinton* (2 Sumner's Reports, 299,) Judges d Ware decided that where a brevet commission is conferred party, to take rank from a prior date, the pay and emoluments nk conferred follow as an incident, from such date, whenever ty has rendered services according to his brevet rank. The case is a much stronger one than that of Captain Vinton for lication of this rule, because here Congress themselves have d in the joint resolution that the brevet lieutenant-general to missioned under the resolution shall take rank from the date service, as a part of the means of accomplishing the special they had in view.

eny in this case the right of General Scott to the pay and ents of the grade of brevet lieutenant-general, according to the

e in cases of brevet commissions to officers in the subordinate
les, would be to make the *special acknowledgment* so industriously
vided for in the joint resolution of the 15th of February, 1855, less
ful to its recipient, and therefore less honorable to its authors—
representatives of the people and the States in the National Legis-
ature—than the ordinary brevets granted on the mere motion of the
ecutive alone. Such a construction, it seems to me, would nullify
e most material and important words of the resolution, violate the
les for interpreting statutes, and defeat the manifest intent of
ongress.

NEW YORK, *May* 8, 1855.

[Endorsement.]

The Attorney General will please consider this opinion a continu-
ion of paper C.

W. S.

OPINION.

According to the view I take of the subject, it is a matter of no
portance whether the provision in the fifth section, creating the
ilitary office of lieutenant-general, was revived from having become
funct, or from having become obsolete and dormant.

Three questions naturally arise in the mind: Was General Scott,
der the resolution of 1855, put into the *old* office of lieutenant-
neral, or into some *new* office of the same name; or, has he got by
only a name.

The last of these questions will hardly be answered in the affirma-
ve by anybody. An enemy, if he has an enemy, will not venture
taunt him with such an empty shadow—with a mere Belisarian
mpliment.

If he only got a name, he is still only in the office he held before;
e is major-general with an additional epithet only, and can be called
omiscuously major-general or lieutenant-general, without conveying
new idea.

If this is the only effect of the resolution and the appointment
nder it, it is not worth the expenditure of ink it has caused.

The Secretary, in his opinion, does not contend, nor will anybody
ntend, for *this*.

He maintains that no part of the old act of 1798 was revived under
is resolution; that the office, and the appointment under it, is a
w creation.

The legislature of 1798, in this fifth section, did not mean merely
create the name of lieutenant-general; they were a kind of men
ho dealt less in words than things; they meant to create, and did
eate, a military office; they gave it a name, to be sure, but they also
nparted to it certain powers, privileges, duties, and emoluments—all
f which were ingredients of the office. He was to command the
rmies of the United States; he thereby took rank above all the other
enerals, except the constitutional commander-in-chief. The Secre-
ary seems to intimate, without expressing a definite opinion, that no

part of the act of 1798 was *revived*. How, then, does he get clear of the word *revived*, used in the resolution? He says, reviving implies a previous existence, and nothing more; that the grade of lieutenant-general *had* existed, and ceased to exist.

It is a rather singular word to convey *merely* the idea of an antecedent existence, and a ceasing to exist. The obvious meaning is, that it imparts new life to a thing which had existed, and either ceased to exist or became paralyzed.

The Secretary says that no reference is made in the resolution to the old act.

My view upon this part of the subject is this: The office and title of lieutenant-general were created by the act of 1798, with all its official ingredients. It has been created in no other way in this country, and had no other antecedent existence. *That* office of lieutenant-general, viz: the one created under that act, and deriving all its ingredients from that act, was the one that was revived in February, 1855. All this the Secretary seems to concede, but he would feign repudiate the revival of any part of the old act. Be it so. Then it follows that the *office* was revived, without a revival of any part of the old act by which that office was created, with its accompanying powers and capacities. If the office with its accompanying powers is revived, that is sufficient. I think the part of the act creating the office is, by a necessary implication, also revived. But that is immaterial, if the old office is revived without it. The legislature did not mean to create a new and distinct office. This is manifest from the following considerations:

First. They have not created such a one. They have not attached to such a one any powers or capacities.

Secondly They have, *in express terms*, revived the grade.

Thirdly. It was fit in conferring an honor and an office upon one for distinguished military services, such as are equalled only by those rendered by the Father of his Country, that they should put him in that office which had been filled only by that predecessor, and was hallowed by glorious reminiscences.

Fourthly. If they had not meant to revive the old grade, the legislature would have gone farther in this resolution, and limited his official powers, which they have not done, either directly or collaterally, by reference: as a revival, this was not necessary; as a new creation, it would have been indispensable.

This old office being revived, the next question is, have the emoluments been revived with it, and is General Scott entitled to them?

There can be no difficulty in answering this question in the affirmative.

They would accompany any office, whether relapsed, granted or revived, or in whatever way it could be transferred. The emoluments are something more than an incident: they are a component part. The old common law definition embraces, in its idea, the emoluments as such component parts. [3*d Chapter of* 2*d Blackstone.*]

In this point of view, it is manifest that the revival of an old military office revives and attaches the emoluments to it as a compound part of the office.

This position is fortified by the provision in the resolution, for the officer to take rank from the date of the service. This is meant to embrace the emoluments of the office by a retroactive effect during the period embraced on the rendition of the services. It can have no other legitimate effect.

All these views are illustrated in the case in 2d Sumner's Reports referred to by Mr. Butler, but sound legal principles, without the aid of that case, will lead to the same result.

It would be a matter of deep regret, to the country at large as well as to those who were instrumental in procuring this resolution, that the small compensation which, upon sound legal principles, attach to it, should be defeated, and the whole be converted into an empty compliment.

GEORGE WOOD.

[Endorsement.]

Mr. Wood had before him General Scott's views on the subject, (paper C,) dated March 30, 1855, and the opinion thereon, of ex-Attorney General Butler, dated May 8, 1855, and appended to paper C.

WINFIELD SCOTT.

June 11, 1855.

I beg to invite the attention of the Attorney General to this opinion also, as an appendage to paper C.

WINFIELD SCOTT.

STATE OF NEW YORK, ATTORNEY GENERAL'S OFFICE,
Albany, June 12, 1855.

I have examined the questions submitted, and have carefully considered the "remarks of the Secretary of War" and the opinions of Mr. Butler and Mr. Wood. I fully concur with Mr. Butler in his construction of the joint resolution of February, 1855, and can add nothing to the able and conclusive argument by which that construction is vindicated by him.

I have no doubt that the 5th section of the act of May 28, 1798, was *revived* by the joint resolution of the 15th February, 1855; that by such revival, the resolution conferred on General Scott, from the date of his rank as lieutenant-general, all the powers, privileges, and duties of a lieutenant-general, and entitled him to "the pay and emoluments" which were, by the act of 1798, fixed as the "pay and emoluments of a lieutenant-general in the army of the United States," from the date of such rank.

OGDEN HOFFMAN.

[Endorsement.]

Submitted as an appendage to my paper marked C.

WINFIELD SCOTT.

June 12, 1855.

32 EAST FOURTEENTH STREET, *May* 9, 1855.

DEAR SIR: At your request, I have perused your "anticipatory" brief, (marked C, and dated March 30,) prepared for the Secretary of War, and have carefully examined the statutes cited in that argument, and am quite convinced that you have demonstrated your claim to the rank, pay, and emoluments conferred and granted by section 5 of the act entitled "An act to authorize the President of the United States to raise a provisional army," approved May 28, 1798.

The office of lieutenant-general was first known to our law in the section referred to; this officer being commissioned as "lieutenant-general," *may be authorized to command the armies of the United States.* The word *may* here means *shall.* The lieutenant-general created by that section was the commander of the armies of the United States. His office was not a mere titular one—a sinecure. It was an office of service, of duty. The same section which created the office and prescribed the service, made provision for the daily support and compensation of the officer of whom the service was required. It is a general rule of law, that where services are performed at the request of another, they must be paid for; the law raises an implied promise to pay for them; and where moneys are expended at the request of another, the law obliges repayment. It is in accordance with the clearest principle of justice that the corporation known as the government of a country should not be exempt from this rule. In compliance with it, provision for daily support, forage and rations, and compensation for the services of the lieutenant-general is made in the law. The title of the officer, and the prescription of his duties, and his pay and emoluments, are all provided for in section 5, *as an entirety.*

By the joint resolution of Congress, approved February 15, 1855, the grade of lieutenant-general in the army of the United States is revived. We derive our only information as to this grade from the law of May 28, 1798, section 5, and the question is: How much of this law is revived by the joint resolution? The answer is: All the concomitants of the grade necessary for defining its powers and duties, and providing for their support and performance, are inseparable from the *grade;* and with its revival they also must be revived, so that the thing revived may exist as in its former estate. What are these concomitants? The grade of lieutenant-general is inseparable from the command of the armies of the United States. It is, therefore, inseparable from high duties and responsibilities, and arduous service; every officer in the military service of the government is subordinate to the lieutenant-general. The powers and duties of a commander-in-chief are, therefore, *revived.* These duties cannot be performed without the daily sustenance of the officer performing them, and it is unreasonable and unjust that he should perform them without compensation: the portion of the law which makes provision for forage and rations and pay is, therefore, also revived.

If the joint resolution had provided that the *grade, pay, and emoluments* of a lieutenant-general be revived, then there would have been no question. Now, it seems to me very clear that when the grade is revived, the pay and emoluments are by necessary implication revived

also. If the argument be that nothing is revived but that which is expressed to be revived in the resolution, then the lieutenant-general is not commander of the armies of the United States. But, by necessary implication, the grade confers the power and demands the services of a commander; these, by necessary implication, require outlays of money, and are entitled to compensation; and, therefore, the pay and emoluments provided in the former law for the *grade* are revived with it.

Again: The question submitted by the Secretary of War to the Attorney General is, "whether there is in force any law fixing the pay and allowance of the grade of brevet lieutenant-general?"

Winfield Scott has been appointed lieutenant-general by brevet. He has accepted the appointment. I assume that, by virtue of this appointment and acceptance, he is in actual service as commander of the armies of the United States. He is no longer a major-general. Now, if there is in force no law fixing the pay and allowance of brevet lieutenant-general, then he is required to serve as commander of the armies of the United States, and liable to punishment for neglect of duty, without any pay or allowance from the government. This, then, is the acknowledgment by the government of the United States of eminent services in the war with Mexico, of a major-general. He is charged with the highest and most responsible duties, and left to starve, unless he have the means to sustain himself in a high position, at his own private expense. A construction of law leading to this result would astonish the country and the world. Such a construction cannot be tolerated without reasons of the most imperative character. No legal or judicial officer would adopt it, without being obliged to confess that a monstrous fraud had been perpetrated by the legislature of his country, and gross insults offered, under the pretence of rewarding faithful service Where is found the imperative necessity for the construction contended for? It must be admitted that, on reviving the grade of lieutenant-general, so much of the law as established that grade is revived. So much of the same law as conferred upon the grade the power and duty of a commander of the armies of the United States is also revived, yet here we must stop; we are not permitted to revive the remaining clause of the same sentence which provides for the pay and emoluments of the grade. Could that have been the meaning of Congress in passing this joint resolution? Could that have been the intention of the President in approving it? Certainly not.

I will not, therefore, permit myself to doubt that the pay and emoluments of a lieutenant-general fixed and graduated by section 5, will be adjudged due to General Scott from and after the time of his appointment. This will be only carrying out the evident intention of Congress, expressed in the joint resolution. Then by the same resolution the rank of the lieutenant-general is to be taken of a date anterior to the date of the resolution, in the mode *already provided for in subordinate grades*. This mode, I suppose, is well settled in the usage of the government. The object of allowing an officer of an inferior grade to take rank anterior to the date of his appointment, is *first* to aid his promotion, and secondly to increase his emoluments,

as these emoluments are annexed to his rank. The authority of Judge Story, referred to in the brief, in respect to pay and emoluments, is, I suppose, conclusive on this point. There is this peculiarity about the brevet rank of lieutenant-general: it can confer no advantage in the way of promotion, for in the office he can have no peer—above it he cannot be advanced; therefore the only conceivable object of allowing him to take rank prior to the date of his appointment is, *to allow him additional pay and emoluments from such prior date.*

The argument thus far has proceeded upon the ground that the rank of lieutenant-general was revived by the joint resolution. It might be well revived if there had been a long non-user of the office, and it might be revived if the law creating the office had been repealed; in that event the former law must, to some extent, be re-enacted. The fact that the joint resolution was passed, is not a legislative decision that the office had ceased to exist, or that the law creating it had been repealed. It has been argued, in the brief referred to, that the office of lieutenant-general has not been abolished. That it was to cease only after "a commander of the army of the United States" should be *appointed* and *commissioned* under the act of March 3d, 1799, and that no such officer was appointed. If it be true that General Washington actually held and received the emoluments of the office of lieutenant-general after March 3d, 1799, then the act of 1799 has received the practical construction of the government to the effect that it did not abolish this office. If this office is not abolished, then section 5, above referred to, is still in force, and, being unrepealed, it has now a subject to act upon, as the office for which it provides is filled. If General Washington, in December, 1799, at the time of his death, remained in the office of lieutenant-general, that office had an existence, although it would not have been competent for the President to have appointed a successor without the aid of Congress. But had Congress, in December, 1799, passed a joint resolution reviving the office, then it would have been competent for the President and Senate to fill it, and the pay and emoluments provided in section 5 would have attached to it.

Then comes the act of March 16, 1802. It requires more consideration and wider research than I can at present bestow upon the subject, to enable me to decide whether this act repeals the section 5 above referred to. I give, therefore, no opinion upon it.

It has afforded me great pleasure to offer these suggestions to my distinguished friend and countryman, General Scott, hoping they may possibly be of some service to him in establishing a claim which I know to be righteous, and believe to be legal; yet allow me to counsel patience if the claim is not at once responded to in the way desired by the general and all his friends, for I firmly believe that although it be denied now, that fact will cause it to be granted at a future day to an extent and in a way which shall fully reward him for all the vexations and disappointments to which he has been subjected.

With sentiments of the highest regard, and profound gratitude for

public services performed by you for our country, I remain, dear general, your faithful and obedient servant,

HIRAM KETCHUM.

General WINFIELD SCOTT,
Commander of the Army of the U. S. A.

[Endorsement.]

This opinion has been mislaid for weeks. It is now forwarded to be attached to my paper C, already in the hands of the Attorney General.

WINFIELD SCOTT.

June 19, 1855.

NEW YORK, *June* 15, 1855.

My legal opinion is asked as to the rights of General Scott under the joint resolution of Congress approved February 15, 1855, authorizing the President of the United States to confer the *grade* of lieutenant-general, by brevet, as an acknowledgment of the eminent services of a major-general of our army in the late war with Mexico.

On comparing this resolution with the fifth section of the act of Congress approved May 28, 1798, entitled "An act authorizing the President of the United States to raise a provisional army," I have no hesitation whatever in forming my judgment as to the rights of Lieutenant General Scott, who, in pursuance of that resolution, was nominated by the President of the United States to the Senate for that rank; which nomination was confirmed by that honorable body.

His rights under the resolution and nomination are of a *two-fold* character. The act does not authorize the conferring the mere *title*, but it confers the "*grade*"—a term which comprises the *title* and *emoluments*; and I am of opinion that: 1st. He is entitled to the *honor* and *title* of *lieutenant*-general by brevet. 2d. He is entitled to the *pay* and *emoluments* provided for in the fifth section of the act of Congress of May 28, 1798

My views will be confined to a consideration of the latter position. I have come to the conclusion, by a careful comparison of that section of the act of Congress with the language and tenor of the resolution of Congress of February 15, 1855, and I think that no two legal or lay minds can differ on the construction.

As far as I can ascertain, the *only* act of Congress or resolution which ever provided for the rank or pay of lieutenant-general in our army, was the fifth section of the act of Congress referred to. That is the starting-point of my opinion. On reading the resolution of February 15, 1855, it is very manifest that Congress revised the *whole* of the fifth section of the act of Congress, and not merely a *part* of it. I cannot bring myself for a moment to conclude that, from anything contained in the resolution, Congress meant to confer the *form* of rank, without its *substance* to support it, viz: its pay and emoluments.

The operative word of the resolution is one of peculiar *legal* force and effect in the construction of statutes, viz: the word *revive*.

Its *legal* signification has an analogy with the term when applied *physically* to animal life; it *resuscitates*, gives a *new life*, as it were, to what was before dormant or dead. So, when a suit at law is revived, it is revived with all its incidents, and stands in the same *plight* and condition as before. The *usual* acceptation of the word and its *legal* acceptation are the same. All acts of the legislature are always construed according to the usual and ordinary import of the language used, unless it is apparent from the act that the legislature intended to use words in a peculiar sense, or with a peculiar signification.

That word, by its efficient grasp, lays hold of and brings again into existence the fifth section, and the *whole* of it; and if Congress intended that the pay and emoluments should have been excepted out of what they revived, they should have been separated from the *rank;* they should have *said* so by *express* words. There is nothing in the resolution to show that it was intended as a *half* revival, a *partial* revival, but a revival of the *whole* subject-matter. It is not a new enactment of a new subject, but it is a revival of that which had once existed. The very idea of a revival presupposes and declares a prior existence, which is again brought to life.

Pay and emoluments are given to officers in proportion to their rank, to support their rank. And it is presumed that the higher the grade, the greater are the pay and emoluments required and provided for, to support that grade.

I, therefore, see nothing in the resolution which shows that Congress intended to razee or cripple any of the provisions of the 5th section referred to, the only act of Congress which ever established the rank of lieutenant-general, which Congress supposed had expired, and which by that resolution they intended to *revive*.

Another portion of the resolution to my mind shows, conclusively, the *intention* of Congress, that the pay and emoluments provided for in the 5th section should follow the rank of that section which they intended to confer. The resolution says that the officer appointed "shall take rank from the *date* of his service or services." Why? In order that his *pay* and *emoluments* may be awarded to him from *the date of his services*. If that was not *the reason* why the commission should date back, I cannot conceive of any other.

If Congress intended to confer only the empty title or honor, that could have been done just as well by dating his commission from the day on which it was *issued*, or the *nomination* confirmed, and Congress would not have taken *extra* pains *to go out of the way*, and declare that his appointment shall take effect *from the date of his services*.

My opinion, therefore, is, from taking up the 5th section of the act of Congress and the resolution referred to, that Lieutenant General Scott is entitled to the pay and emoluments provided for in the 5th section of the act of Congress, *back from the date of his commission*, deducting what he has received as major-general.

I have thus far confined myself to a strictly legal, technical view of the subject; but other arguments, derived from the history of the

times, and the understanding of the people as to what was intended by Congress in their resolution, bear strongly upon the question. It was the universal *public sentiment*, that the resolution pointed to General Scott, and to him *only;* and it was the universal belief of the people, in which their *feelings* most cordially united, that the resolution was intended as a well-merited reward to the general, not merely by the empty title, but by giving him *back pay and emoluments*, as a *small* SUBSTANTIAL reward for his eminent services in the late Mexican war, by which, while his own health and pecuniary means were heavily called upon, the arms of our country were crowned with honor; and I deem that it would be a *national disgrace*, by a literal, petty criticism on the *words* of a resolution, (if there were room for any such cavil,) that the *wishes* and *understanding* of the people of the United States should be defeated.

JAMES W. GERARD.

[Endorsement.]

To be attached to my paper C, already in the hands of the Attorney General.

WINFIELD SCOTT.

June 19, 1855.

F.

Anticipatory.

As it, possibly, may be apprehended, to the embarrassment of the brevet lieutenant-general's just claim to the pay and emoluments of that rank, that he may set up another, under the same section, (5) of the act of May 28, 1798, to appoint, in time of peace, four aides-de-camp and two secretaries, each with the rank, pay and emoluments of lieutenant-colonel, it is well to suggest—

That while the executive or treasury officers can have no control, not expressly given by law, over the prescribed compensation of an officer, it is quite different in respect to the appointment of aides-de-camp, &c., who, according to Mr. Attorney General Butler,* are "neither *pay* nor an *emolument*" of *brevet* general officers. Accordingly, *the General Regulations for the Army*, editions 1841 and 1847, paragraphs 30 and 36 respectively, impose, very properly, restrictions on his right to make such appointment; and in time of peace a case may never happen, making it reasonable for the general-in-chief of our army to ask the President to give him a third aide-de-camp or any secretary. In time of war, however, the personal staff given to the lieutenant-general, in the section of the act creating the rank, might be quite below, in point of numbers, the wants of a hot field day.

Here candor requires that it be added that there are claims of his personal staff which will follow those of the brevet lieutenant-general,

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* Opinions of Attorneys General, p. 950.

as soon as the latter shall be allowed. His rank, as such, relates back to March 29, 1847. From that date to the end of the campaign (in the city of Mexico) he had, as major-general, his two regular aides-de-camp, viz: Captain H. L. Scott, (who acted as adjutant-general throughout,) and First Lieutenant T. Williams. Second Lieutenant S. Hamilton, beginning about a month later, was an extra aide (appointed in orders) to the end of the same campaign, and Second Lieutenant G. W. Lay was attached to general headquarters during its whole period, as military secretary, under the act of June 18, 1846. [*Mil. Laws, chap.* 201, *section* 8, *p.* 286.]

Those personal staff officers, respectively, ceased to be such as follows: The first (Scott) at the publication of the treaty of peace—he being a regimental captain, but re-appointed aide under special legislative authority in 1850; the second (Williams) on becoming a regimental captain in 1850; the third (Hamilton) by resignation, September 1, 1854; and the fourth (Lay) at the end of the war, but succeeded Hamilton, as aide, from the last mentioned date.

It is submitted that Scott, Williams, and Lay became lieutenant-colonels from March 29, 1847, (and Hamilton from a month later,) with the infantry pay and emoluments of that rank, as long as they served or may continue to serve in the personal staff of the brevet lieutenant-general, commanding as such, and that each of the four has the clear legal right to be borne on the Army Register, with the said rank opposite to his name, as rank by "former commission," or by brevet. And the confident belief is here expressed that no brevets on the register have been better earned.

With Brevet Lieutenant Colonel Scott, the gain, in rank, would only be from March to September, 1847, and less than $500 in pay and emoluments. Brevet Major Williams and Brevet Captains Hamilton and Lay would be considerable gainers in rank; and in money,—Williams about $1,100, Hamilton $3,800, and Lay less than $500.

All which is respectfully submitted to the Secretary of War.

WINFIELD SCOTT.

HEADQUARTERS OF THE ARMY,
New York, April 10, 1855.

HEADQUARTERS OF THE ARMY,
New York, June 16, 1855.

SIR: The adverse "*Remarks upon the claim of Brevet Lieutenant General Scott, for brevet pay as lieutenant-general, during certain periods,*" submitted to you by the Secretary of War, must be my apology for this address.

I accidentally learned while in Washington, about the 6th instant, that Mr. Secretary Davis had, as a volunteer, with an elaborate written argument, entered this arena against me, and, on application, I obtained, through the acting Secretary, a copy from the original in your hands—there being, as I understood, no record of the paper retained in the War Office.

It seems to me, as no question of rank or command is discussed by

the Secretary, but only questions of legal construction touching the Fisc, that his "Remarks" are merely officious, or at least, *extrajudicial*, as they cover grounds appertaining, as I suppose, exclusively to the accountants and Comptrollers of the Treasury, and to the Attorney General—the law officer of the government.

I do not mean formally to renew the discussion about the repeal of the 5th section, act May 28, 1798—the Secretary's first point—because, if the repeal were admitted, it is not probable that any lawyer can be found to deny the recent revival of the section in my behalf. But a part of the Secretary's reasoning, on this point, if overlooked, might lead to other errors.

To prove the temporary character of the act of 1798, he notices that, under it, enlistments were authorized only for three years, and all further recruiting prohibited after three years. Nevertheless the regiments, even under those restrictions, might have been kept in considerable strength for nearly six years, and, in the meantime, and subsequently, why might not Congress, again and again, have ordered them to be recruited up to the maximum? This is precisely what happened under the act April 12, 1808, "to raise, for a *limited time*, an additional military force."

By this act, eight new regiments were authorized, by *temporary* enlistments for five years, "*unless sooner discharged!*" Nothing seemed more temporary. And yet five of those regiments—our 3d, 4th, 5th, 6th, and 7th infantry, have been kept up, by the process indicated above, to the present day—47 years; and Generals Jesup, Gibson and Bankhead came into service, with me, under that act!

In the second paragraph of the "Remarks," the Secretary says: "the act or [resolution] under which General Scott holds his brevet commission revives the grade of lieutenant-general.

"The grade they revived was originally created by the act of May 28th, 1798." Yet in the 6th paragraph the Secretary, without a word of caution, faces about, and tells us: "the resolution does not expressly re-enact any part of the act of 1798; it revives the *grade* of lieutenant-general, but does not purport to revive any part of the act; no reference is made to the act."

In the 9th paragraph of the "Remarks," the Secretary is "clearly of opinion that only so much of the act as authorizes the grade could [can] be held to be revived, and as the pay and emoluments are not included in that description, nor necessarily appurtenant thereto, such part of the act as relates to them is not revived." And in paragraph 10, it is said:

"No argument is necessary to show that an office may exist, and the *incumbent exercise all the authority thereof*, without any compensation whatever." (Has the Secretary ever known such an office, in the army, by brevet or otherwise?) In continuation of the same views, the Secretary, in the 11th paragraph, says: "In my opinion, the brevet promotion prescribed by the act [the lieutenant-generalcy] possesses every feature of *acknowledgment* of eminent services." And he closes his views on the question of acknowledgment or compensation (15th paragraph) thus: "The whole scope of the resolution is of the most limited character. The grade is revived, not to be filled,

like other grades, but for the purpose of being conferred, by brevet, as an acknowledgment of past services rendered in a war expressly designated, and the authority conferred is so limited [that] when once exercised, it is gone forever. So clearly in all this is manifested the intention of the legislative branch of the government to confine the authority within the narrowest limits consistent with the object in view"—[certainly, in order to make the reward to the "major-general" the greater and more emphatic] that, [the Secretary most strangely concludes,] "were the case much more favorable to the claim[ant, and this is difficult to conceive] I should incline to avoid giving the resolution any operation of *doubtful* extent,"—or, to finish the sentence, logically,—the Secretary should have said—*beneficent extent!*

(A statute like the one under consideration, "with reference always to that which appears to be plainly and manifestly its object," as a general rule, ought to be construed *liberally*. Receiving an *equitable*, or rather, a *benignant* interpretation, the letter of the act will be sometimes enlarged, sometimes restrained, and sometimes, it has been said, the construction made is contrary to the letter." (*Dwarris on Statutes*, 718.)

I have strung together those quotations from the 9th, 10th, 11th, and 15th paragraphs of the Secretary's "Remarks" in respect to acknowledging or rewarding "eminent services," to show that his notions are so transcendentally delicate as wholly to exclude the gross and vulgar elements of money and rations. Hence, we are obliged to conclude that, if it had depended on him, the prize-money with which Congress has always so justly rewarded the navy, and the $5,000 in addition thereto, paid out of the treasury to Commodore Perry, for his glorious victory on Lake Erie, would all have been saved. A sloop-of-war, no doubt, might, by this time, have been built out of such candle-ends. But would there be an increase of naval strength by the addition? On the contrary, we might confidently expect to lose the next squadron we may send into battle.

Some external or historical circumstances may be here adduced, (though superfluous in my view,) to show the intention of Congress in passing the resolution we are considering. I mean in respect to the revival of *pay and emoluments.*

The resolution was first ordered to be engrossed for a third reading, February 12, 1851. Observing in the National Intelligencer of the next morning, (I have not the paper within reach,) that the honorable Mr. Foote of Mississippi had supported the measure partly on the ground that it would carry no increase of compensation, I instantly addressed him a note to say that I should be sorry to obtain his vote under a misapprehension, and begged to inform him that if the resolution, without amendment, became a law, it would give a handsome addition to the pay and emoluments of the major-general. He lauded my note highly, and I think read it to the Senate, just before the question, "Shall the resolution pass?" As he and other Senators assured me at the time, the note changed several votes in my favor. It was, I think, printed in the debates; but I have no copy at hand.

A distinguished soldier, (General Houston) who voted against the resolution, said, in the same debate, respecting compensation: "Will

a major-general be satisfied if he does not receive additional pay and perquisites, when promoted to this brevet? Certainly not. He will expect it. Will you give him an idle honor—an expression of public complaisance,—when you do not give him the attendant realities concomitant with the rank and consequent upon it? It would be an insult to say that he is worthy of the name, but not worthy of the benefits of the rank you are about to confer."

The Hon. Jefferson Davis was present at those debates. Indeed he was the principal opponent of the resolution in the military committee, of which he was chairman, and on the floor of the Senate. He cannot, therefore, have forgotten the incidents recited above, but now, *ex cathedra* seeks to render nugatory, in the War Department, the measure that twice defeated him in the Capitol.

December 22, 1853, the resolution with the word "revived," (not in that just noticed) and with the *proviso*, (first introduced by General Cass, December, 1852) again, and finally passed the Senate. General Shields, chairman of the Senate's military committee, instantly wrote to me as follows:

"The resolution reviving the rank and title of lieutenant-general by brevet has passed, after a warm debate, by the decisive vote of 30 to 12.

"To avoid any misconception or misapprehension hereafter, I declared openly, that it was intended to give you additional pay, &c. This met with no objection from any quarter. Those who opposed it, [the resolution] did so, protesting that they were all willing to give any sum, or any increase of pay which we might propose."*

The resolution lay over in the House of Representatives till February 12, 1855, when it was taken up, and without debate, passed by an immense majority, with the universal understanding that it would give to the major-general a large increase of pay and emoluments. No doubt the certificates of more than two hundred members (friends and opponents) might be obtained to that effect. I have not asked for one, but here is, accidentally, a letter from the Hon. William Preston, dated the 5th instant, in which, after alluding to the opposition of the &c., he says: "It was the understanding of the House that the act would carry back an increased pay and emoluments, as the paragraphs of *The Union* will abundantly show," and those, he might have added, of many affiliated presses also.

So much I have thought it necessary to say in reply to Mr. Secretary Davis's "Remarks," and to meet his formidable authority, I have obtained and beg leave to submit, in addition to the legal opinion of the Hon. B. F. Butler, (already in your hands,) the opinions (herewith) of the following gentlemen—also eminent in the law—viz: Mr.

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* I recollect the debate in the Senate on the passage of the resolution referred to, and distinctly remember General Shields' declaration, as stated in this extract. I also remember the remarks (in conversation) of several other Senators,—to the purport that the resolution was designed, and would have the effect of giving increased pay. Such was my own opinion, and I voted for the resolution with the hope and the expectation that it would do so.

HAMILTON FISH.

NEW YORK, *June* 16, 1855.

Wood and Mr. Hoffman. Two or three others are behind, and may be forwarded early next week.

I have the honor to remain, sir, with great respect, your obedient servant,

WINFIELD SCOTT.

Hon. CALEB CUSHING,
Attorney General.

[Endorsement.]

Accompanied by the legal opinions of Mr. Wood, Mr. Hoffman, &c., &c., &c.

WINFIELD SCOTT.

Three opinions are behind and shall soon follow.
JUNE 16, 1855. W. S.

SATURDAY EVENING, *June* 16, 1855.

MY DEAR GENERAL: I have looked at the debate in the Senate, in December, 1853, on the Lieutenant-General bill, since you left me. Possibly you have not the Globe; (I have directed a set to you; but it remains still, with some 1,500 other volumes of documents in my office, not yet sent to the post;) I therefore send you my volume, having marked some passages. You will find the debate beginning at page 81, (Congressional Globe, December, 1853.)

Adams objected, because it *merely* conferred a title. *Walker*, that it was unconnected with duty. *Pettit* inquired if it would confer additional emoluments, as that would be an inducement to him to vote for it. (He did *not* vote either for or against it.) *Shields* replied that it was his intention and wish that it should; he repeated this, in different words, several times. *Mason* hoped it would carry additional emolument. *Badger* said, "the brevet will increase it," (*i. e.* his pay.) *Cass* advocated the bill, but alone, of its advocates, said nothing about increased pay. *Shields*, *Badger*, and *Mason* distinctly affirmed it.

You are doubtless aware that it was understood at the time that the debate should be left entirely to the democratic side of the house; and Badger's participation in it was wholly an *impromptu*—a generous, and earnest, and eloquent outpouring of a feeling which he could not (although it had been agreed that he should) repress.

The Senate certainly had notice that the resolution was *intended*, and was *expected*, to confer additional emoluments.

This announcement seems to have induced Pettit (who evidently doubted the propriety of creating or reviving the rank) to withhold an adverse vote.

Pray excuse this hasty scrawl.

Respectfully, your friend,

HAMILTON FISH.

Lieutenant General SCOTT.

[Endorsement.]

Attached to my letter to the Attorney General, dated June 16, 1855, in support of General Shields's "statement," quoted therein.

WINFIELD SCOTT.

JUNE 19, 1855.

BALTIMORE, *July* 4, 1855.

On the 15th of February, 1855, Congress passed a joint resolution "authorizing the President of the United States to confer the title of lieutenant-general by brevet for eminent services;" and under this authority, by the President's nomination, and the confirmation of the Senate, General Scott was commissioned as lieutenant-general by brevet, to take rank as such from the 29th of March, 1847, the date stated in his commission, of his "eminent services as major-general of the army in the late war with Mexico." The question for my opinion is, Whether the General is not entitled to the pay and emoluments of the office, as these were fixed by the fifth section of the act of the 28th May, 1798, "authorizing the President of the United States to raise a provisional army?" If the effect of the joint resolution was to revive that section, so as to make it apply to the office just as it did apply to the office originally, the right to the pay &c., is perfectly clear. By the section, the lieutenant-general commissioned under it might be "authorized to command the armies of the United States, and *shall* be entitled to," the prescribed pay, &c.

Was the section, then, so revived? I have examined the subject carefully, and have no doubt about it. The grade of lieutenant-general, before the passage of the resolution, never existed in the military establishment of the United States, *except under and by virtue of this section of the act of* 1798. Nor does it exist now, otherwise than by the resolution. The title of the resolution gives the President only the power to confer the *title* of lieutenant-general; but the mode of doing it, and the law authorizing it to be done, is in the resolution itself. That mode and law, therefore, are to be regarded, in considering the authority of the office and the incidents belonging to it. The resolution is the law creating the office; and this it does, not by defining what it is, and what powers and rights are to be connected with it, but by *reviving* "the grade of lieutenant-general" "in the army of the United States." The resolution assumes, therefore, as was the fact, that the grade did before exist; and as it only had before existed under this section of the act of 1798, it is necessarily to be construed as referring to that section, and, consequently, as intending to bring again into existence the grade in the army, as it was before in the army, by virtue of that section. In other words, the section itself, then obsolete, expired or repealed, is in all its parts revived, excepting that the commission to be granted is to be by brevet.

That Congress, when they passed the resolution, were aware that the grade had not been a grade in our military establishment, otherwise than by virtue of the act of '98, and that by the section of that

act creating it, specific pay and emoluments were attached to it, is no doubt not less true in fact, than it is certain that a proper respect for the intelligence of the legislature, upon every principle of construction, compels us to assume. If, then, it was their purpose that *thereafter* the office should not carry with it every power and incident annexed to it when it originally existed, nothing but unpardonable ignorance or negligence can account for the absence of any clause or word in the resolution, even intimating, much less providing that such should not be its effect. The unqualified, unlimited restoration of the office, or grade, as is clearly seen by the terms adopted by Congress in the resolution, "the grade of lieutenant-general be, and the same is hereby *revived* in the army of the United States," does, in my judgment, absolutely revive the section of the law originally creating it (the fifth section of 1798) as if it had been, in words, re enacted.

But if any possible doubt could be ingeniously suggested upon the subject, the resolution contains additional evidence that it is unfounded. Historically, all must admit that the very purpose of the resolution, its exclusive purpose, was to revive the grade, in order that it should be conferred on General Scott, for his eminent services in the Mexican War.

The mode of accomplishing it was, by constitutional necessity, to vest the power of actually conferring it, upon the President and Senate; and they, true to the well-known object of Congress, and the universal sense and wish of the nation, did confer the appointment upon the eminently distinguished soldier, and directed, as the resolution authorized, that his rank should date from the 27th of March, 1847, nearly eight years prior to the passage of the resolution.

Why was it so dated, and why the authority so to date it? Was it, that he might get the empty and ridiculous honor of having it vouched to the world, that he had on and from that day, and during the continuance of the war, rendered his country "eminent services?" The world knew it before, and a grateful and intelligent people had, with one voice, from the first, acknowledged it. But even if it was thought that congressional or executive authentication of it was necessary to laud and to increase in the smallest degree the brightness of his military fame, this could have been as effectively done by bestowing the rank upon him, as of the *date* of the commission, as by referring it back to the *date of the service*. He had lived the intervening eight years without the rank, but he had lived enjoying all the mere credit due to the service, just as perfectly, as if the rank only, during that time, had been his. To suppose that Congress in directing the rank to date from the date of the service, designed to bestow nothing but the naked title, is, I think, as utterly inconsistent with that high sense of justice and elevated sense of patriotism, which, in the absence of evidence, we are bound to believe animated them, and as we *know*, from the debates, did in fact animate them in the adoption of the resolution. It was not only as an honor, but as a compensation, that the office was to be conferred, and was to date back to the time of the services. The object was to place the General as to compensation (pay and emoluments) where he would have been, had he been

a lieutenant-general on and from the 29th March, 1847. *Again:* the resolution says that the grade is revived, "in order that when, in the opinion of the President and Senate, it shall be deemed proper to acknowledge eminent services of a major-general of the army in the late war with Mexico, *in the mode already provided for in subordinate grades*, the grade of lieutenant-general may be specially conferred by brevet, and by brevet only, to take rank from the date of such service or services."

Whatever, therefore, belongs to a brevet, in grades subordinate to that of major-general, is to belong to the major-general when brevetted, under the resolution, to the grade of lieutenant-general. The effect of the first is, says the resolution, prescribed—that is, provided for by law—and by that law the brevet carries not only the rank but the pay and emoluments belonging to the rank, and this it does, too, on and from the date assigned in the commission. Such is, I am sure, the well-established rule in the government, and has more than once, I know, received judicial sanction.

Of this rule Congress are, of course, supposed to be advised, and consequently in providing that this particular grade should be created with a view to being conferred upon a major-general, as an acknowledgment for eminent services in the war, in *the mode* in which eminent service is acknowledged in subordinate grades, must have intended to give with it all the incidents belonging to such an acknowledgment. What conceivable motive could there have been for distinguishing, in this particular, to the prejudice of the major-general? In the subordinate office, *compensation*, as well as rank, accompanies the acknowledgment by brevet of "eminent services," and the acknowledgment by a brevet of lieutenant-general, made for the very purpose a grade in the army, for services rendered by a major-general, one would suppose, could only be designed to give the same advantages. And if the resolution contains no words of limitation or qualification connected with such a brevet, as it does not, it would be violating every rule of construction to give it a different interpretation. Without pursuing the argument further, I conclude, that in my opinion (and that I am right I cannot bring my mind to doubt) it is perfectly clear that Lieutenant General Scott is entitled to the pay and emoluments allowed the office of lieutenant-general by the 5th section of the act of the 28th of May, 1798, and this, too, from the 29th of March, 1847, less the amount which, during that period, he may have received as major-general.

REVERDY JOHNSON.

A true copy:

H. L. SCOTT,
Lieutenant Colonel U. S. A., A. D. C.

WEST POINT, *August* 11, 1855.

MY DEAR SIR: I have put upon paper the views that I told you yesterday had occurred to me in regard to the proper construction of the joint resolution. Of course, I did not think it worth while to

repeat those so ably presented by Mr. Butler, which are even stronger, and in which I most fully concur.

If this expression of my opinion can be of any service to you, I beg you to make use of it; and be assured, I feel myself happy in having the opportunity of performing any service, however trifling, which may show my high personal respect for you, or enable me to discharge a portion of that debt which is due to you from all your fellow-citizens for your distinguished public services.

Very respectfully, faithfully yours,

HENRY D. GILPIN.

Lieutenant General SCOTT,
West Point.

WEST POINT, *August* 11, 1855.

DEAR SIR: I have examined the joint resolution of the 15th of February last, and am of opinion that it revives the grade of a lieutenant-general in the army of the United States, as it was originally enacted by the act of 28th May, 1798. That act—in creating it—designates with great precision the title, duties, pay, emoluments, and authority attached to the grade. It is the only act by which such a grade in the army of the United States has been created. It was declared to be provisional, and was intended to enable the President and Senate to confer the appointment on General Washington as commander-in-chief of the army. With his death it expired. The grade never has existed in the army of the United States, otherwise than as it was then created, defined, and constituted. It is not found in any subsequent act for the organization of the army.

The joint resolution of the 15th of February last declares that the *grade* of lieutenant-general is thereby *revived;* and that this was done in order to enable the President and Senate to confer it by brevet on a major-general of the army, in the late war with Mexico, in acknowledgment of his eminent services therein. In addition, it was declared that the brevet should be conferred in the mode already provided for in subordinate grades; that it should take rank from the date of the services in acknowledgment of which it might be conferred; and that when the grade had been once well filled, and should become vacant, the resolution should expire.

This is so clearly a revival of the grade as it was created and defined in the act of 1798, and as it existed at the time of its expiration, that, it seems to me, no doubt as to the intention of Congress can arise, unless something is to be found in the peculiar language of the resolution to qualify such a construction. The reverse of this is the case. Undoubtedly Congress might have revived the mere *title* of lieutenant-general, which it had created in 1798, and authorized the President and Senate to confer it by brevet; but it is not this that they have done; they have *revived the grade.* In the army, a grade differs essentially from a mere official or military title: it necessarily implies duties, pay, emoluments, and functions, superior to those of a

subordinate grade; it is a term specially applied, on this account, to offices in the army and navy, because they bring with them these additional functions and attributes at each successive step of promotion, and not a mere change of title. To suppose, therefore, that Congress restored merely an expired official *title*, is to give to their language a construction at variance with the settled use and meaning of the term.

So also the language of the joint resolution directs that the *grade* is to be conferred by brevet "in the mode already provided for in subordinate grades." Now it has been long provided as a part of the military system, that when appointments to superior grades are conferred by brevet, they carry with them additional duties, authority, pay, and emoluments, and not merely a new military title. How, then, can the language of this resolution be supposed to convey a different intention?

Again, the joint resolution directs that the rank conferred is to commence from the date when the meritorious services were performed. Of course, this is now impossible, if a mere change of *title* was contemplated, for that cannot be carried back. It is, however, quite consistent with the revival of the *grade* of lieutenant-general, for the duties of that grade (according to their definition in the act of 1798) might have been, and indeed actually were performed; and the rank, pay, and emoluments attached to it were justly earned, by the chief command of the army in Mexico.

I can find, therefore, nothing in the language of the joint resolution which leads me to doubt that Congress intended that the grade of lieutenant-general, as it was created, and existed in 1798, should be conferred by brevet, to take rank from the date of the meritorious services in Mexico, in the mode provided for in regard to such appointments in subordinate grades.

I am, dear sir, with great respect, very faithfully, yours,

HENRY D. GILPIN.

Lieutenant General SCOTT,
United States Army.

ATTORNEY GENERAL'S OFFICE,
August 24, 1855.

SIR: Your communication of the 25th of April informs me that Brevet Lieutenant General Scott has submitted an account for brevet pay during certain periods of time, when he claims to have been on duty and to have had a command according to his brevet rank; and proceeds to state that, "before determining the question whether he had such a command, and if so, what class of allowances he would be entitled to, the question arises whether there is in force any law fixing the pay and allowances of that grade." And upon "this point" you request my official opinion.

Immediately on my receipt of your communication, a note was addressed to General Scott, under date of the 28th of April, advising

him of the fact, and also that in every question before me affecting individual rights, it was my practice to give notice to parties known or supposed to be interested, in order that they might have opportunity of being heard, and inviting him to communicate to me in writing his views upon the subject of reference.

Thereupon General Scott transmitted to me, from time to time, such arguments on the question, either his own or those of learned counsel, as he deemed material to aid me in its investigation. General Scott was also informed that, in the purpose of holding my mind unbiased on the subject, it could not be taken up in the office for examination until he should request me to consider the argument as closed.

I did not feel myself authorized so to consider it until the 28th of June; and the question has been held under advisement by me, not so much on account of the intrinsic difficulty of that question—although it is a very nice one of statutory construction—as for other incidental reasons.

It is unnecessary to speak here of any of these reasons except the fact, that the illustrative papers filed comprehend suggestions from yourself and from General Scott, with arguments or opinions from jurisconsults of great eminence in the States of New York, Pennsylvania, and Maryland, including three of my predecessors in the office of Attorney General.

Arguments upon a question of law, as upon any other, depend, for the degree in which they shall influence the determining mind, primarily on their matter, independently of the person who speaks or writes. But mere authority in all questions has weight and is entitled to consideration, if it be the authority of men of general intelligence or of special experience or knowledge. Such are all those of whom the suggestions are before me. They might have guided me to a conclusion at once, had they concurred in argument and in conclusion. But, in the present case, even where, as in the argument of counsel, there is identity of conclusion, yet that conclusion is reached by conflicting and contradicting lines of argument. Thus it becomes necessary for me to reflect for myself, not only as to the official decision to be made, but as to the arguments by which it should be justified to my own convictions, to you, to the party interested, and to the country.

The functions of the Attorney General, in this branch of his official duty, are quasi-judicial. He should sedulously aim to be true in every case; that is, to decide all questions of law, large and small, according to their merits, and by rules of logical deduction, which, but for the comprehensiveness and complexity of legal science, and the consequent difficulty of taking in all the elements of a question, would lead us surely to certain conclusions, as the processes of mathematical demonstration. Such absolute certainty not being attainable in legal questions, the juridical expositor, when circumstances permit, pauses, not only for the cause of any doubts inherent in the question to be decided, but also for that of any consideration, which it involves, of particular importance or responsibility.

It was obviously proper, therefore, to study this question maturely,

and to weigh it well in all its parts and legal relations. I have done this, and now proceed to set forth my conclusion, with the successive steps of induction or analysis by which it has been reached.

I shall confine myself, be it observed, rigidly to your question, without going beside it into collateral matters, or beyond it into ulterior ones: from all which you have been so good as to relieve me by the definiteness and precision with which your question is propounded.

What we have to determine is, the true legal intendment and operation, upon a single point, of the following joint resolution of Congress, approved February 15, 1855, namely:

"A resolution authorizing the President of the United States to confer the title of Lieutenant General by brevet for eminent services.

"*Resolved by the Senate and House of Representatives in Congress assembled*, That the grade of Lieutenant General be, and the same is hereby revived in the army of the United States, in order that when, in the opinion of the President and Senate, it shall be deemed proper to acknowledge eminent services of a major general of the army in the late war with Mexico, in the mode already provided for in subordinate grades, the grade of lieutenant general may be specially conferred by brevet, and by brevet only, to take rank from the date of such service or services: *Provided, however*, That when the said grade of lieutenant general by brevet shall have once been filled and have become vacant, this joint resolution shall thereafter expire and be of no effect." (Session Acts, p. 723.)

Major General Scott was the only person to whom this resolution could, by possibility, be made to apply. He was accordingly nominated by the President to the Senate, and his nomination having been confirmed, he received, in due course, a commission, of which the following is a copy:

"THE PRESIDENT OF THE UNITED STATES OF AMERICA,

"*To all who shall see these presents, greeting:*

"Know ye, that I do hereby confer on Major General Winfield Scott, of the army of the United States, by and with the advice and consent of the Senate, the rank of lieutenant-general by brevet in said army, for eminent services in the late war with Mexico, to rank as such from the twenty-ninth day of March, in the year of our Lord one thousand eight hundred and forty-seven, the day on which the United States forces under his command captured Vera Cruz and the castle of San Juan de Ulua.

"And I do strictly charge and require all officers and soldiers under his command to obey and respect him accordingly; and he is to observe and follow such orders and directions, from time to time, as he shall receive from me or the future President of the United States of America and other officers set over him, according to law and *the rules* and discipline of war. This commission to continue in

force during the pleasure of the President of the United States for the time being.

"Given under my hand, at the city of Washington, the seventh day of March, in the year of our Lord one thousand eight hundred and fifty-five, and in the seventy-ninth year of the independence of the United States.

"FRANLLIN PIERCE.

"By the President:

"JEFF'N DAVIS, *Secretary of War.*"

General Scott then filed in the office of the Paymaster General the account, in considering which, as a part of your administrative duty, you have deemed yourself arrested by the question of law, Whether there is in force any law fixing the pay and allowances of the grade of lieutenant-general?

The occurrence of controversy in this matter is a consequence of the want of express declaration concerning it in the joint resolution. Congress might have precluded all question as to the point by expressly referring to it. This it has not seen fit to do. At the same time, we must concede that Congress has incontestable power to legislate in any terms of enactment, whether more or less plain, which in its good pleasure it chooses to adopt; and such enactment, supposing it constitutional in substance, is, when it has been approved by the President, or has duly passed without his approval, the law of the land, and obligatory, according to its true legal intendment, after that shall have been ascertained, on the President, and of course on the administrative and judicial officers of the United States.

In many respects the resolution is unequivocally explicit and clear in signification.

The title is, "A resolution authorizing the President of the United States to confer the title of lieutenant-general by brevet for eminent services." I do not think any material inference deducible from this word "title." We shall find, in the sequel, that its use is not without example and significance in the body of acts. If it were otherwise, the case would come under the general rule, that the title of a law does not control its enactments. That rule is well stated by Chief Justice Marshall, as follows:

"Neither party contends that the title of an act can control plain words in the body of the statute; and neither denies that, taken with other parts, it may assist in removing ambiguities. Where the intent is plain, nothing is left to construction. Where the mind labors to discover the design of the legislature, it seizes everything from which aid can be derived; and in such case, the title claims a degree of notice, and will have its due share of consideration." (United States *vs.* Fisher, 2 Cranch, p. 358.)

We may pass over the title, therefore, or, at least, lay it aside until we shall have examined the text of the resolution.

Analyzing carefully the resolution, we perceive, quoting words where they are material, that it plainly enacts the following things, namely:

"1. The grade of lieutenant-general * * * is hereby revived in the army of the United States," for a certain purpose.

2. That purpose is to provide means by which to meet the case, if it exists, where, "in the opinion of the President and Senate, it shall be deemed proper to acknowledge eminent services of a major-general of the army in the late war with Mexico, in the mode already provided for in subordinate grades."

3. Such case being found, "the grade of lieutenant-general may be conferred by brevet, and brevet only." That is to say, the supposed major-general, if he have the new commission bestowed, is nevertheless, after that, major-general only in lineal rank, and his brevet commission of lieutenant-general becomes an office of that grade only in the contingency of such officer being placed in command or on duty according to his brevet rank.

4. When conferred, the party receiving the brevet is "to take rank from the date of such service or services;" that is, reconnecting with the antecedent words, to take rank "by brevet, and brevet only;" and whether the rank thus dating from a time passed is to have any retroactive consequences, will depend, in the relation of rights, on the question, whether the party has within the prescribed period been in command and on duty according to such brevet rank. (Act of April 18, 1818, 2 Stat. at Large, p. 427.)

5. "When the said grade of lieutenant-general by brevet shall have once been filled, and have become vacant," the joint resolution "is to expire and be of no effect," except in the determination of any future and consequent question which it may involve. (Smith, Com. Stat. and Const. Law, s. 760—775.)

Now, there is no room for controversy as to what is the signification of the words "grade of lieutenant-general," in the third member of the resolution. That has been construed by the only constitutional means of construing it, namely, the bestowment by the President of the United States, with advice and consent of the Senate, of the *commission* of lieutenant-general by brevet on General Scott. He is a commissioned officer in the army, of that titular designation, which, in the military legislation of some countries, if not of our own, more especially in that of Great Britain, whose language is ours, is a grade, a step, or degree in military office, the lawful holder of which has a relation, by military law and usage, to officers superior and to officers inferior, as definite as a brigadier-general, a colonel, a captain, or a lieutenant. By the very tenor of this commission, as of other similar commissions, all officers and soldiers under his command are charged and required to "obey and respect him," according to his "rank."

Having arrived at this point, we may dismiss, once for all, the title of the resolution as of no further account in the present investigation.

Then, taking up the second member of the resolution, we see that its inducement is definitely stated, namely, "to acknowledge eminent services;" and the legal consequence of statutory construction follows, that it is to receive a beneficial, or, as it is termed in the law-books, a liberal interpretation. (Bacon's Abr. by Baovier, vol. 7, p. 251.)

Next, by very clear expressions of the second, third, and fourth members of the resolution, the existing law concerning brevet rank,

in contradistinction to lineal rank, as that law is construed in the case of "subordinate grades," is to be applied, so far as it may be applicable, to the superior grade of lieutenant-general by brevet.

Next, according to the first member, it is a grade in the army of the United States *revived;* that is, which once existed, which had ceased to be, and which has been recalled to life by this resolution.

In fact, on going back to a former period of our history, we find that, by the fifth section of an act passed on the 28th of May, 1798, entitled "An act authorizing the President of the United States to raise a provisional army," in the imminent expectation of war with the French republic, it was enacted that, "whenever the President shall deem it expedient, he is hereby empowered to appoint, by and with the advice and consent of the Senate, a commander of the army which may be raised by virtue of this act, and who, *being commissioned* a lieutenant-general, may be authorized to command the armies of the United States;" (1 Stat. at Large, p. 558;) and that afterwards, by a clause of the act passed on the 3d of March, 1799, entitled "An act for the better organizing of the troops of the United States, and for other purposes," it was enacted that "A commander of the army of the United States shall be appointed and commissioned by the style of 'general of the armies of the United States,' and the present *office and title* of lieutenant-general shall thereafter be abolished." (1 Stat. at Large, p. 752.) So that the commission, the office, the title was created by the act of 1798; it was contingently abolished by that of 1799; perhaps it was absolutely abolished by some later act; and it is revived under the name of grade, or title, by the present resolution.

I do not mean, however, in referring now to the act of 1798, to say or imply that the word "revive" in the resolution has or has not any *legal* relation to that statute. I speak of it now only as a fact.

Finally, by the last member of the resolution, when the office of lieutenant-general, now revived and filled, shall become vacant, it shall again pass out of existence: that is, it shall not be in the power of the President, under this resolution, to bestow the same brevet grade on any other major-general of the army of the United States.

Thus far, it seems to me, we tread on firm ground; I cannot feel that it is anywhere unstable beneath my feet. But passing beyond this point, we enter upon the region of doubts and of difficulties.

In the first place, it is very earnestly and elaborately argued that the word "revived," as attached to the "grade of lieutenant-general" in the first member of the resolution, has the legal effect to restore to vitality certain provisions, assumed to have been repealed, of the act of 1798; namely, the entire section in which authority was given to the President to appoint and commission a lieutenant-general.

That the word "revive" in a statute may and generally does have a definite and technical meaning, cannot be denied.

Thus, when the act of Parliament of 29th George II, ch. 28, enacts that the repealed act of 2d George II, ch. 22, "be and the same is hereby revived and continued in force" until a certain day mentioned, it is clear that the word "revive" recalls to life, and restores, re-establishes, the legislative force of the act, which force, being thus reanimated, is to "continue."

So, when the State of Virginia repeals the rule of the common law, by enacting that "when a law which may have repealed another, shall itself be repealed, the previous law shall not be revived without express words to that effect, unless the law repealing it be passed at the same session," it is clear that here the word "revived" has technical signification. (Revis. Code, p. 101–102.)

So it was when Congress, by act of the 1st of May, 1810, enacted that, if either Great Britain or France shall, within a certain prescribed time, so revoke or modify her edicts, as that they shall cease to violate the neutral rights of the United States, and the other shall not do it, other sundry enumerated provisions of an expired statute shall, after proclamation by the President, "be *revived* and have full force and effect." (2 Stats. at Large, p. 606.) The same act, by the way, affords in other provisions an example of contingent repeal.

So, in judicial construction, when Chancellor Bland discusses at length the question whether by a certain law of the State of Maryland a certain other law was *revived*, and if it were, to what extent, he assumes the technical force of the word. (The Chancellor's case, 1 Bland, pp. 665, 666. See also Broughton *vs.* Gully, 9 B. and C., pp. 344, 345; Brig Aurora, 7 Cranch, 582; Calvert *vs.* Makepeace, 1 Smith, (Jud.) p. 86.)

It has the same force in the countries of the civil law. Thus, the code of Louisiana enacts that "le rappel d'une loi qui en rappelait une autre ne fait pas *revivre* la première, si cela n'est ainsi exprimé." (Art. 23.)

In fact, the word having this power is coeval with our law, either as applied to statutes, legal proceedings, rents, or other rights. (See Broke's Abr. *Revivings;* Viner's Abr. *Revival.*)

But even admitting, as we must, that the word "revive" has in frequent use a technical sense, it will not necessarily follow that it is used here in that sense, or, if so used, that it draws after it the supposed consequences.

The resolution says the "grade" shall be "revived." That is a definite and precise expression. I do not see how it *necessarily* draws after it the whole of one section of the act, any more than all the sections.

To say that the word "revive" in the resolution has all this virtue, is to presume for it in the case a signification which it does not necessarily possess, that is, to beg the whole question. Did the law-maker intend to use this word in a mere historical sense, as indicating only that it was a thing which had once existed? Or in a sense of legal catenation to the previous statute in virtue of which it had existed? There is nothing in the word itself, or in its context, to direct the mind one way or the other decisively on that point. We cannot assume it, therefore, nor concede it, in the outset, as a basis of argument for legal consequences.

It is urged that, if in office of a given grade, the officer must have the pay of the grade. I reply, he may be *entitled* to pay; it will not necessarily follow that the pay has been provided either as to rate or appropriation. True, the presumption is, that, when Congress creates an office, it provides compensation for the officer. But the presump-

tion is not proof, and it may be contradicted by the proof. It may be a *casus omissus*.

Such omissions happen in the course of legislation. Thus, authority was given to the President by treaty and law to appoint a commissioner to run the boundary-line between the United States and the Mexican republic, under the treaty of Guadalupe Hidalgo, and the officer was appointed and proceeded on the duty; but the rate of his compensation was not fixed until afterwards, and by a subsequent Congress. (9 Stats. at Large, p. 426.) Examples of the same thing not seldom occur. In general, it does not follow because an office exists, and is filled, that therefore the compensation has been fixed; nor, if the compensation has been fixed, that therefore an appropriation has been made for its payment. Of course, no *decisive* conclusion as to the force of the word "revived" here can be derived from this line of argumentation.

The same remark applies to arguments founded on the recognised statute appreciation of the services of General Scott.

The imperfection of the line of argument under consideration is manifested in another way. It assumes that the revival of the "grade" revives the statute in which the grade was first enacted, and then it applies to the case all the rules of construction, applicable to the fact of a dead statute, revived by a new one. That, in my estimation, is carrying constructive consequences a little too far. Unless the primary consequence be justly deducible from the language, of course the consecutive one cannot be; and the resolution, in terms, revives a "grade," not a statute.

True, it has been adjudged that the revival of a particular *act of Parliament*, by name, revives along with it other amendatory and explanatory acts. (Williams *vs.* Roughedge, 2 Bur., 747.) But to revive a statute is one thing, another to revive a grade.

Even if, then, we concede to the word "revive" in the resolution its amplest legal import, still we must narrow the question upon it to this: In reviving a *statute office*, do we revive the pre-existing legal incidents of that office? I think that is the true form of the question.

But, in order to make it incumbent on us to answer that question, it must have been previously determined that "revived" here is employed in a technical sense; that it applies to a statute office at all; that it is employed for any other purpose than description or indication of reference to military usage for definition.

To assure to a statute expression an assumed value, we must prove either that the assumption stands on the admitted inherent force of the expression, or that, to a word of equivocal import, but susceptible of the assumed one, that assumed one is imparted by some other proved fact or principle.

In my judgment, before determining so much as the limited question of the precise value of the term "revived" here, we must enter into inquiries outside of the resolution itself, and embracing a different class of considerations.

In all that relates to the person, office, and pay of the proposed brevet lieutenant-general, it seems to me that the joint resolution is perfectly explicit either in what it includes, or in what it excludes. It requires no construction *in that regard*—it leaves nothing to be con-

strued. But when the new office in the army which it creates, or the old office which it recreated, has been filled, then arises the precise question of law which you have put,—and it is the only admissible one,—whether or not there be any law in force which fixes the rate of pay of the new officer.

That question is not necessarily dependent on the language of the resolution; or, to speak more exactly, it depends on the application of that language to matters *dehors* the resolution. Perhaps the law-giver knew, or believed, there was an existing legal rate of pay, and that, therefore, he did not need to provide any. Perhaps he doubted, and chose to leave the doubt to be solved as usual, either by administrative decision or by future legislation. Perhaps he employed language which, although not expressly giving pay, yet has legal force to reanimate some provision of law on that point which had become obsolete or fallen into abeyance. Sometimes the legislator, in supplying a new officer, re-enacts the previous law of compensation for the office, if there be any; sometimes he does not; and sometimes, as we have seen, he omits, either purposely or inadvertently, to reflect whether there be or not any rate of compensation for it by existing laws. In either of these contingencies, he makes for the legal expositor a case, which, in itself, is a perfectly definite one, however difficult it may be of solution.

To illustrate the nature of the case in its utmost nudity, we shall not need to go far in quest of pertinent examples. It suffices to select them out of the army statutes.

By the act of June 18, 1846, section 1st, the President is authorized to appoint one major-general and two brigadier-generals. Nothing appears to be said of their pay in any part of the act. In the 5th and 6th sections, there is provision for the pay of the officers mentioned in each of those two sections respectively; but its terms do not apply to general officers. (9 Statutes at Large, pp. 17, 18.)

By the act of June 26, 1846, the President is authorized to organize into brigades and divisions such of the volunteer forces as have been or may be called into the service of the United States; and to appoint "such number of major-generals and brigadier-generals as the organization of such volunteer forces into brigades and divisions may render necessary." (9 Statutes at Large, p. 20.) There is not a word in the act about pay. The same remark applies to the appointment of four quartermasters and ten assistant quartermasters, and an additional major for each of the regiments of dragoons, artillery, infantry, and riflemen, by the act of February 11, 1847. (9 Statutes at Large, p. 120.) It applies also to the provisions of the act of March 3, 1847, which, in the organization of certain new regiments, authorized the President to appoint "such number of additional brigadier-generals, not exceeding three, and major-generals, not exceeding two, as the organization of the said forces may require." (9 Statutes at Large, p. 184.)

Older examples of the same description occur. Thus, by the act of July 4, 1836, the President is authorized to appoint "three additional surgeons and five assistant surgeons, to be attached to the staff of the army;" but there is no provision for pay or emolument. (5 Statutes

at Large, p. 117.) The act of March 28, 1804, provides for the appointment of six additional surgeon's mates; but does not mention their pay. (2 Statutes at Large, p. 290.)

Such cases abound in the civil service. Thus, in a single act of the last session of Congress, provision is made for fifty-nine new appointments by designation of class or grade, leaving the *rate* of compensation of each to the determination of existing law. (10 Statutes at Large, p. 664.) They are in the exact legal analogy of the question now to be determined.

To this category we must refer several decisions, which, in the arguments before me, it is erroneously assumed, go to prove that the revival of a defunct office revives collateral parts of a defunct statute.

Thus, when Congress by the act of April 14, 1818, revived the defunct office of Surgeon General, (3 Statutes at Large, p. 426,) fixing his pay, but saying nothing as to fuel and quarters, he was held by Mr. Attorney General Wirt to be entitled to these; for the reason, among others, that legalized regulations gave them to the office of Surgeon General. (Opinion June 30, 1821, ed. 1851, p. 209.)

But, in addition to this, when, as now, the question is, whether, upon a statute being passed, which authorizes an appointment to office, there be any existing law to fix the pay of the office, the statute of appointment becomes a part of the body of law to be considered. In such case, it is immaterial whether the act of appointment apply to a class or grade having but a single officer in it, and so authorizing but one appointment; or whether it be a collective class or grade, and the act authorizes additional appointments of the grade. In either supposition, the omission of the act to speak of pay presents the same question, soluble by the same general rules of legal construction and ratiocination.

In the light of these premises, let us restate the question, clear of all secondary questions. It is this: General Scott holds, by lawful appointment and commission, the *office* of lieutenant-general by brevet in the army of the United States. Does there exist now any provision of law fixing the rate of pay for that office?

It is admitted that, if there be any, it is in the fifth section of the act of 1798, already cited, which did fix the rate of pay of the office when it was originally created. And the critical inquiry is, whether that provision has been repealed, and so is dead, and to be revived only by positive enactment; or whether it be dormant only, or in abeyance, and so resumes activity and legal effect whenever occasion for its employment arises. It may be one effect, it may be the other: either is a common occurrence of the statutes.

Hence the true course of logical inquiry, as it would seem, is to investigate the legal history of the fifth section of the act of May 28, 1798. Did that provision expire by its limitation? Was it repealed by any subsequent statute? Is it, or not, now in force?

After we shall have examined that provision, in all its legal relations, independently of this resolution, we may then be better prepared to construe the resolution itself, and to determine its entire legal efficacy.

At the very threshold of this path of inquiry, is the question

whether the act of 1798, with all its contents, expired in a prescribed time, by its own limitation.

It does not so expire by any *express* terms of limitation. Many acts contain such a provision. Thus, by a provision of one of the early acts to ascertain and fix the military establishment of the United States, it was enacted that the general staff thereby authorized shall continue in service only until a certain day. (1 Stat. at Large, page 486.) So it is generally, in the latest series of military acts, those appertaining to the war with Mexico. (See *ex. gr.* 9 Stat. at Large, page 124.)

If the act in question, with all its contents, expired of itself, by operation of law, it must be on account of its occasional nature, and by some implication of that nature.

This hypothesis presumes a general rule, namely, that all the contents of occasional, temporary, and provisional acts expire with their time or occasion.

No such rule of statute construction exists. Numerous cases occur in the statute-book of provisions of law, which, although found in temporary acts, or acts the main purpose of which was occasional only, yet are permanent in their nature, and survive all the general provisions of the law.

Acts of annual appropriation afford a large body of illustrations of this class. Indeed, in modern times, the absence of any provisions of this nature in those annual acts is the exception, and their presence the general rule. I have collected for intended citation, a vast number of such cases; so many, indeed, that it seems superfluous to refer to them singly, since they occur in the acts of appropriation *passim*, especially during the last twenty years.

Other cases of the same kind occur in acts of temporary legislation, civil or military.

Thus, if there be any statute provision to punish the act of *purchasing* a soldier's clothing and arms, it must be a provision which has survived from one or another of the occasional and so-called obsolete acts. (Compare 2 Stat. at Large, pages 136 and 673. See also Article of War No. 30, as to the vendor.)

Thus, also, in the acts of June 18, 1846, February 11, 1847, March 3, 1847, appertaining to the war with Mexico,—acts all for the most part essentially provisional and occasional,—are to be found provisions of a permanent nature, which have survived the occasion.

Similar cases occur in the acts appertaining to the war with Great Britain. Thus, the whole question of the right of the recruiting officers to enlist persons not citizens of the United States, depends on the collation of the acts of March 16, 1802, December 24, 1811, January 11, 1812, January 22, 1813, and December 10, 1814. (See Opinion of May 20, 1854, General Orders No. 14.)

In the body of the act of May 23, 1836, having for its main object to accept the services of volunteers for a transitory occasion, and a limited time, there is provision for a regiment of dragoons. (5 Stat. at Large, page 32.)

In the body of the celebrated and emphatically occasional act, which opens the series on occasion of our war with the Mexican republic,

there is a general provision as to the term of service of militia called into service under that "*or any other act,*" and which, therefore, has effects independent of the general nature of the statute in which it occurs. (9 Stat. at Large, page 9.)

One of the aspects, in which this argument now in review presents itself, is the suggestion that, as the avowed object of the fifth section of the act of 1798 was to provide a commander for the army, to be raised by virtue of the act, and as all the enlistments under it must be made within three years, and could be made only for the term of three years, therefore, not merely the office of commander of that army, not merely the office of lieutenant-general, not merely the provision as to the rate of pay of that grade, but the entire act itself, must, of intrinsic necessity, expire in three, or at most in six years.

The argument has force, but it fails to satisfy my mind.

In the first place, it does not seem to me that the period for which the rank and file of an army, even a provisional or temporary one, enlist, necessarily determines the legal duration of the officers created by the act which thus prescribes the term of enlistment.

Our military system supposes a permanent force adequate to the exigencies of peace only, and which, on the occurrence of war, shall constitute the nucleus of an augmented regular force, and of any requisite volunteer force. Hence, the officers exceed in number the mere minimum proportion applicable to the authorized rank and file, or the existing organization. Those officers have a use, in relation to the military science and experience of the country, apart from their immediate military duty in command.

In general, the officers of the army have a *quasi* permanence of position very different from the condition of the rank and file. The latter enlist for a specified term of years, in all cases; the former are in commission, subject only to dismissal in due course of law, either by the constitution or standing acts applicable to each individual case, in given contingencies, or by special acts of discharge, applicable to grades of appointment or classes of troops.

The absence of any essential or necessary legal connexion between the tenure of office of an officer in the army and the enlistments of the rank and file, is very strikingly illustrated by the peculiar traits in the legal organization of the military forces of Great Britain. (Comp. Prendergast, Law relating to Officers of the Army, chapters 1, 2, 3, 5, and 13.)

I mentioned above the fact, that in many of the acts for occasional augmentation of the army, there is express provision that all, or certain, of the new officers shall go out of commission with the termination of the particular occasion. That is one frequent form of legislation in this matter. When this form has not been adopted in a series of war-acts, as it was not, for the most part, in the acts of 1798 and 1799, nor in the acts of 1811 and 1812, the general course appears to have been, on the return of peace to pass acts of reduction, re-constituting a proper peace establishment.

I hesitate, therefore, to admit, as a general rule of statute construction, that all the commissions of the officers of an occasional army are so bound to the term of its authorized enlistments of the rank and

file, that all expire together *ex necessitate rei*, and without any express legislation to that effect.

In this very case, General Washington was appointed, nominated, and commissioned lieutenant-general and commander of all "*the armies* raised, *and to be raised*" in the United States, which was in accordance with the tenor of the act by which the President was empowered, not only to appoint a commander of the army, to be raised by virtue of the act, but one "who, being commissioned as lieutenant-general, may be authorized to command *the armies of the United States.*" Therein is a scope of statute authority, and a commission granted in virtue thereof, quite independent of, and beyond the particular enlistments of the "provisional army" of this act.

Congress did not conceive that the office expired by inherent limitation of the act: they expressly enacted, afterwards, its contingent discontinuance.

While it seems to me doubtful whether the occasional character of the act, and the term of enlistment under it, necessarily determined all its offices at a given time, it seems to me still more doubtful whether, even if it were so, it would follow that all other provisions of the act expired at the same time. This question belongs to the subject already discussed, of permanent provisions in occasional statutes.

In truth, this particular question of the implied expiration of provisions of law, by construction of the character of the acts in which they are found, belongs to the general question of repeal by implication.

It may be generalized, therefore, thus: Has the provision in dispute ceased to be law by any legal implication, either of inherent or of subsequent enactment?

I disregard, of course, the marginal note "repealed," affixed to this act in the edition of the Statutes at Large, as that of "obsolete" affixed to many others: multitudes of which acts, so marked, are notoriously in full force at this day.

I can accept, on such questions, no editorial comments, not even those of the several carefully prepared compilations of the "Military Laws" by Cross and Hetzel.

Such annotations are suggestive to an official expositor of the statutes; but cannot excuse investigation by himself, or control his judgment. They are editorial opinions only, not authoritative decisions. When the question of repeal arises, we have to take up the statutes, and follow out, step by step, the legislative history of the debatable provision. Meanwhile, in so far as these editorial notes have importance, as expression of opinion, they negative the idea that the act expired by its own limitation. The editors do not mark it "expired," or "obsolete," but "repealed."

As to suggestions of *obsoleteness*, they are of emphatically small account; for a statute is not abrogated by mere non-user. (White *vs.* Boot, 2 D. and E., p. 274.)

The question recurs, then: Has this provision of law been repealed?

It will become necessary to subdivide this inquiry, and to distinguish between the office of lieutenant-general and the provision of

pay. It often happens that an office or a class of offices is abolished, and then restored, without any constructive repeal, or express re-enactment of the law of pay. Thus, to revive a defunct office of inspector-general in the army, with its pay, it needed only to repeal the statute which repealed the power to appoint. (Compare 9 Statutes at Large, p. 2, and 5 Statutes at Large, p. 513.) Which is just as if, in the present case, Congress had proceeded in so many words to do what it has done in legal effect; that is, to repeal the repealing provision of the act of March 3, 1799, in regard to the title and office of lieutenant-general.

While it is admitted on all hands that no existing provision of law enacts the rate of pay of lieutenant-general, unless it be that of 1798, it is also admitted on all hands, that if this provision has ever been repealed expressly, it is by a clause of the act of March 16, 1802, entitled "An act fixing the military peace establishment of the United States," which clause is in the following words:

"So much of any act or acts, now in force, as comes within the purview of this act, shall be, and the same is, hereby repealed." (2 Statutes at Large, p. 137.)

Now, to have a law so worded as to effect the repeal of any pre-existing provision, it must be shown that *the very case* is within the purview of the repealing statute. Otherwise it does not repeal. (Payne *vs.* Connor, ii Bibb, p. 180.)

Is it so here? I think not. The repealing clause does not mention by name any act or part of act; and the matter of the particular provision, which is here in issue, does not come within its purview. It says nothing affirmative or negative on the pay of lieutenant-general; it contains no parallel, substitute, or incompatible provision on the subject. In a word, it is not, in any sense, express repeal of the particular provision in controversy.

It is true, words of description may suffice to constitute express repeal, without naming the title of the act intended to be repealed. (Commonwealth *vs.* Kimball, xxi Pick., 373.) But that depends on the words of description. If they are, "all provisions of law inconsistent herewith," or, "all provisions within the purview hereof," then we are driven still to the questions of construction, and of repugnancy or implication. (Commonwealth *vs.* Churchill, ii Metc., 118.)

We find ourselves forcibly thrown back, therefore, upon that most embarrassing of all questions, repeal by implication.

On this point the books contain some general rules, which may aid us a little in our progress through the dark passages of the investigation.

Undoubtedly, between conflicting laws the rule is, that *postrema quæque gravissima est.* (Cic. de Inv. l. ii, c. 49.)

Moreover, a subsequent law covering the same subject repeals the former, as a general rule, if the latter be clearly intended as a substitute for the former, and completely exhausts the whole matter. (Goodenow *vs.* Buttrick, vii Mass. R. 142; Bartlett *vs.* King, xii Mass. R. 545.)

But if the latter law be not in terms exhaustive of the subject-matter, then, to effect repeal, there must be collision of the statutes.

Otherwise, a continuity of legislation is presumed, on the principle that "*posteriores leges ad priores pertinent.*" (Dig. lib. i, tit. 2, no. 28.)

In case of apparent collision of laws, if by interpretation they *can* stand together, they do so; and the elder one falls only in so much as there is of palpable disagreement. (Canal Co. *vs.* Railroad Co., iv Gill and J., p. 6; Planter's Bank *vs.* the State, vi Sm. and M., p. 628.)

All affirmative statutes on the same subject are to stand together, unless the later one necessarily implies negation. An affirmative permits only, while a negative prohibits. (Puffend. de J. N. lib. v, cap. 12, s. 13; see also Rex *vs.* Leicester, vii B. and Cr., p. 12.) But in such case there must be clear and manifest contrariety and contradiction to the former act in the very matter. (Foster's case, xi Coke, 63.)

Indeed, the leaning of the courts, against admitting the repeal of any existing provision of law by mere construction, is so general and so decisive as almost to establish the doctrine of "no repeal by implication." (Dwarris on Statutes, p. 532.) It suffices, however, to maintain that repeal by construction is not to be favored. (Looker *vs.* Brookline, xiii Pick., 342; Haynes *vs.* Jenks, ii Ibid., 172; Snell *vs.* Bridgewater Co., xxiv Pick., p. 296; Bower *vs.* Lease, v Hill, 221.)

If the implication be accepted, it is only on the most indisputable manifestation of absolute incompatibility and repugnance between the new and the old statutes. The necessity of demonstrating such repugnancy is the greater when there is a series of acts on the same subject, without words of express repeal. (White *vs.* Johnson, xxiii Miss. R., p. 68.) The implication of repeal must be as clear and certain as express repeal, not requiring to be deduced from ingenious argument, but appearing at once. (United States *vs.* Cases of Cloth, Crabbe, p. 356—370.)

Moreover, the conclusion of repeal by implication on account of repugnancy depending on scrutiny of the very matter, that conclusion is to be carried no further than the matter itself goes. The implication is to cover as little as may be of the previous statute; while to effect repeal there must be positive repugnancy between the provisions of the new law and those of the old one; "even then the old law is repealed by implication *pro tanto* only, to the extent of the repugnancy." (Wood *vs.* the United States, xvi Peters, p. 342—363.)

These are not artificial rules of our own positive law, but belong to all law, and are stated in the same terms by the received authorities of other countries, as well as in all the States of the Union. (See ex. gr., Escriche Dic. ley., p. 1171. Dalloz Dic., tom. iii, lois, art. iv, No. 322.) They are in truth the result of all human reason, applied to the subject-matter.

Keeping these rules in our minds, let us now endeavor to unravel the tangled threads of legislation.

Of the material acts in the series, the first is that of May 28, 1798, with which the whole inquiry starts. Following this are the acts of July 16, 1798, entitled "An act to augment the army of the United States, and for other purposes," (1 Stat. at Large, p. 604,) and of March 2, 1799, entitled "An act giving eventual authority to the

President of the United States to augment the army," (1 Stat. at Large, p. 725.) Neither of these acts affects the question. Then comes the act of March 3, 1799, heretofore quoted; the only material provision of which is the ninth section, which we must now consider with more attention and in a new relation. The words are:

"A commander of the army of the United States shall be appointed and commissioned by the style of 'general of the armies of the United States,' and the present office and title of lieutenant-general *shall thereafter be abolished.*"

Down to this time, it is plain, there was no repeal of the fifth section of the act of 1798. On the contrary, the office itself of lieutenant-general was not to be abolished, that is, it was to continue to exist, until the happening of a certain future contingency. There is no contingent repeal even of the pay of lieutenant-general. It seems to have been intended that the same pay should continue to the same "commander of the army," as he is denominated in both acts, but with a new designation of office, and a new commission as "general of the armies of the United States."

But this appointment was never made. Of course, the contingency, upon the happening of which the abolition of the office of lieutenant-general was to take effect, did not happen. Of course, the office did not cease to exist by any operation of this act. (Spalding *vs.* Inhab. of Alford, i Pick., p. 33.)

To understand this legislation and its legal effect, we must have recourse again to the history of the times.

I have said that this series of acts appertained to the hostilities between the United States under the administration of President Adams, and the French republic under that of the Directory. It was a state of partial or imperfect war; that is, war with limited range, and objects wholly maritime. (Bas *vs.* Tingy, iv Dallas, p. 37–43.) We had broken off ordinary diplomatic relations with France. A special mission to that country from the United States had failed by reason of the misconduct of the Directory. We had annulled all existing treaties with France. We were capturing one another's ships. We were engaged on one side in earnest preparation for the moment when the partial war should become a perfect one, by land as well as by sea. The War Department had, for greater efficiency, been subdivided, and the Navy Department organized. Congress was placing at the disposal of the President all the means, material and personal, of raising a large army for the defence of the United States; and General Washington was called from his retirement of Mount Vernon to be commander of this army with the rank and title of lieutenant-general. Such was the notorious history. But in the less notorious, and, so to speak, the internal history, is to be found the true explanation of events.

What was heretofore imperfectly known, is now thoroughly understood by means of published correspondence of Washington, Jefferson, Hamilton, Pickering, Wolcott, and, lastly, of Adams, namely: That while the cabinet of the President was earnest for active and complete war, he held back; that he looked to the renewal of negotiations, which they strenuously opposed; that some of them labored under the extraordinary delusion that the Bourbons were on the im-

mediate eve of being restored by the arms of England; and that he, with fuller knowledge and clearer perception of the state of things in Europe, already discerned in the horizon the rising star of Napoleon; and, finally, that they differed on this very point of the military title of the person to command the army, he preferring "lieutenant-general" to "general of the armies of the United States," which, in his view, touched, if it did not encroach upon, the constitutional functions of the President.

Accordingly, on the 2d of July, 1798, the President nominated "George Washington, of Mount Vernon, to be lieutenant-general and commander-in-chief of all the armies raised and to be raised in the United States;" and the nominee was confirmed unanimously the next day. (Sen. Ex. Jour., vol. 1, p. 284.)

The commission issued to General Washington, as it is found among the Washington Papers in the Department of State, in its original envelope, addressed to "George Washington, esq.," is in the following words:

"JOHN ADAMS, PRESIDENT OF THE UNITED STATES OF AMERICA,

"*To all who shall see these presents, greeting:*

"Know ye, that, reposing special trust and confidence in the patriotism, valor, fidelity, and abilities of George Washington, I have nominated, and, by and with the advice and consent of the Senate, do appoint him lieutenant-general and commander-in-chief of all the armies raised or to be raised for the service of the United States. He is therefore carefully and diligently to discharge the duty of lieutenant-general and commander-in-chief by doing and performing all manner of things thereunto belonging. And I do strictly charge and require all officers and soldiers under his command to be obedient to his orders as lieutenant-general and commander-in-chief; and he is to observe and follow such orders and directions, from time to time, as he shall receive from me, or the future President of the United States of America. This commission to continue in force during the pleasure of the President of the United States for the time being.

"Given under my hand, at Philadelphia, this fourth day of July, in the year of our Lord one thousand seven hundred and ninety-eight, and in the twenty-third year of the independence of the United States.

"JOHN ADAMS.

"By command of the President of the U. States of America:

"JAMES MCHENRY, *Secretary of War.*"

General Washington died in office under this commission: the proposed new appointment of general was not conferred on him. (Amer. State Papers, Mil. Affairs, vol. 1, p. 147.)

The executive journals show this; and also that, on the death of General Washington, no appointment was made in his place to the new office of "general."

Of course, therefore, the ninth section of the act of 1799 remained *without effect*—not, in fact, abolishing either the office or the pay of

lieutenant-general. Meanwhile, a new embassy to France had been appointed; (Sen. Ex. Jour., vol. 1, p. 317;) it had proceeded to Europe; the Directory had fallen, and Napoleon Bonaparte had become First Consul, (November 9, 1799,) and there was every prospect of a speedy settlement of our difficulties with France.

Under these circumstances an act was passed, on the 20th of February, 1800, to suspend enlistments under the act of July 16, 1798, (2 Stat. at Large, p. 7;) and on the 14th of May, 1800, an act supplementary thereto, which authorized the President to suspend any further military appointments under the act of July 16, 1798, and under *the ninth section* of the act of March 3, 1799, and also authorized him to discharge certain officers, but which repealed nothing of any previous statute. (2 Stat. at Large, p. 85.)

Here it needs only to remark that, by this act, the omission of the President to appoint a "general," and thus to produce the contingency on which the office of lieutenant-general would become abolished, was expressly sanctioned by Congress. Thus far, then, it is undeniable, the office existed by law; for suspension is not repeal. (Brown *vs.* Barry, 3 Dallas, p. 366.)

Thus things remained in the statute-book, until the 16th of March, 1802. In the interim Mr. Jefferson had been elected President of the United States, and had entered on the duties of the office, and the treaty with France, negotiated and signed on the 30th of September, 1800, had been ratified on both sides, and proclaimed by the President, (December 21, 1801.) (8 Stat. at Large, p. 190.)

The legitimate consequence of all these events was the enactment, on the recommendation of President Jefferson, of the act of March 16, 1802, fixing the military peace establishment of the United States. (2 Stat. at Large, p. 132.)

Did this act repeal constructively the fifth section of the act of May 28, 1798, in whole or in part? We have already seen that this section was not repealed by it expressly; and if repealed at all, then, of course, only through implication of irreconcilable repugnancy of particular matter.

To this, in my mind, the whole inquiry is reduced; namely, how much, if any, of the section stands impliedly repealed by some repugnant provision of this or of some subsequent act.

The act of 1802 determined, in substance, that the military establishment shall consist of certain corps and officers, and defines the pay of such corps and officers.

I incline to think that the act takes away, by implication, the power to appoint any other officers, and in so doing repeals, constructively, the office of lieutenant-general. But the act contains not a word on the subject of the pay of that rank, nor a word which, by implication of repugnancy, repeals any previous law on the subject. It makes new provision as to the pay of brigadier-general, colonel, and other officers; but makes none as to the pay of any superior grade. That does not constitute repugnancy in the very matter.

And even as to the office, assuming that it is impliedly repealed by the act, yet the act itself has undergone the same fate at the hands of an act of March 3, 1815, with the same title; that is, "An act fix-

ing the military peace establishment of the United States." (3 Stat. at Large, p. 224.)

If by reason of parity of subject, and either repetition or repugnancy of matter, number two repeals number one, then by the same rule number three repeals number two. (Hetzel's Mil. Laws, p. 99, note.)

But in that event, what becomes of number two?

The general rule of law is, that when the act of repeal is repealed, the first act repealed is revived. (Case of the Bishops, xii Co. R., p. 7. Jamaica case, Raym., p. 397.)

So, if a repealed provision of statute be "revived," the revival repeals the repealing provision. (ii Inst., p. 686; Viner's Abr. stat. E. 9.)

It is quite immaterial, in such case, whether the first repeal was express or implied. Repeal is repeal; whether by necessary implication or by expression, is a question of manner, not of matter, form, rather than substance. (The United States *vs.* Cases of Cloth, Crabbe, pp. 356, 383; Hastings *vs.* Aiken, i Gray, 163.)

Of course, proceeding in this line of argument, we should now have to scrutinize the act of 1815, which, by repealing the act of 1802, left that of 1798, as it was before, to see whether the act of 1815 repeals the fifth section of the act of 1798, in whole or in part.

But we are dispensed from the necessity of instituting that inquiry; because the act of March 3, 1815, is constructively repealed, or "superseded," in the language of the annotators, by the act of March 3, 1821. (Hetzel's Mil. Laws, p. 183.)

I think the true starting point of inquiry, on the question of constructive repeal, is the last named act, which is entitled "An act to reduce and fix the military peace establishment of the United States." (3 Stat. at Large, p. 615.)

If it be doubtful whether any previous act effectually repealed the office of lieutenant-general, neither of the supposed repealing acts doing it very explicitly, if at all, and each of them expiring by repeal one after the other, it may be concluded, it seems to me, that this act left in being no military commission or grade higher than that of major-general.

The argument for the constructive repeal of the office of lieutenant-general, by this act, is reasonably complete and satisfactory, as follows:

The act of 1798 enacted the appointment of "commander-in-chief," and that of "lieutenant-general."

These appointments were contingently, but not effectively, repealed by the act of 1799, substituting the higher commission and grade of general.

All these appointments were suspended by the acts of 1800. That state of suspension was converted into repeal, so far as concerns those offices, by the act of 1802.

That act was in part, but not in whole, repealed by the war acts of 1812, 1813, and 1814, consummated by the peace act of 1815. The last named act, and the acts supplementary to it, were in part repealed, but not in whole, by the new peace establishment act of 1821, and those which followed it, down to and including, the legislation of the war with Mexico.

All these acts had a specific operation, as respects the question of military grades, which operation may be illustrated by considering what had occurred as to the grades of major-general and brigadier-general.

The act of May 28, 1798, provided for "a suitable number of major-generals;" that is, suitable to the "military establishment" to be organized, (section 1.) The act of July 16, 1798, made this point more definite by providing for the appointment of *two* major-generals, (section 3.)

The act of 1802 enacted that "the military peace establishment of the United States shall consist of three regiments, with such officers, etc., etc., as are hereinafter mentioned." The highest officer "hereinafter mentioned" being "one brigadier-general," and this indubitably excluding any above that rank, (sections 1 and 3.)

Two new regiments and "two additional brigadier-generals" were authorized by the act of April 12, 1808.

The act of January 11, 1812, provided for the appointment of "two major-generals" and "five brigadier-generals." The act of July 6, 1812, added "two brigadier-generals," and that of February 24, 1813, "six major-generals," and "six brigadier-generals." At length came the act of 1815, which provided that "for the military peace establishment of the United States, etc., etc., "there shall be two major-generals and four brigadier-generals." Finally, the act of 1821 reduces to "one major-general," and "two brigadier-generals."

All these acts of legislation, it seems to me, imply the negation of any other general officers than such as they name; they constructively repealed all previous provisions on the subject, and, by comparison of the peace act of 1802 with those of 1815 and 1821, especially, all other grades were effectually discontinued.

That in the intermediate period no statute appointment, higher than those named, exists, may also be inferred from the language of the provision of the act of May 16, 1812, which gives a secretary to "the general commanding the army of the United States," (2 Stat. at Large, p. 735,) modified by act of June 18, 1846. (9 Stat. at Large, p. 18.) This description of person, by evident meaning of the words, and by established construction, applies, not to a distinct statute, commission, or office, but to any general, (major or brigadier,) on duty as commander of the army, under orders of the War Department.

These conclusions will be confirmed by examination of all the many acts, either of enlargement or of reduction of the army, subsequently enacted, and especially those connected with the war against the Mexican republic. It is confirmed still more by the fact that the present resolution purports expressly to *revive* the grade of lieutenant-general; which is a legislative intimation that it did not at the time exist.

But, in all the long series of acts, is there one which repeals the *pay* of the grade of lieutenant-general? It is admitted there is none which does it expressly. Is there any which does it by implication?

Congress at all times had legislated on the *personnel* of the army, without binding itself to any consequent rule of action on the subject of pay.

Sometimes it has expressly abolished a military office, leaving the pay untouched, and has afterwards revived the office to receive, by construction, the old pay. Sometimes, in reviving the office, it has modified the law of pay, leaving the old law to attach in part. Sometimes, in abolishing the office, it has repealed the statute of appointment, and also the statute of pay, and in restoring the office has re-enacted the pay. And thus it is, that to determine any such question, we have to compare and construe all the acts, *in pari materia*, from the foundation of the government.

Beginning at the very beginning, then, which is the section, clause, or provision of the act of 1802, repugnant manifestly, clearly, indisputably, to the pay provision of the fifth section of the act of 1798, so as to repeal it by implication?

I am not able to point out such provision.

If there be any such repealing provision in the act of 1802, was it saved by the act of 1815, so as to leave the repeal standing? Or was it lost, so as to repeal the repeal? That is a very nice question of the affirmation or negation of repugnancy or contrariety. I do not see my way clearly through that; yet, in order to establish a subsisting repeal, by implication of some provision of the act of 1802, we have got to show the non-repeal of that provision by the act of 1815. *Ignotum per ignotius.* To ascertain the unknown, through that which is still more unknown.

I cannot, by such process, arrive at any positive affirmation; and, therefore, cannot say that, in my opinion, the section under consideration was repealed by any implication of either of these acts.

That a new provision, as to the pay of this or that grade, cannot affect the pay of some other grade not named, might be shown by numerous examples. There is a peculiarly pertinent case in the act of March 3, 1799, which makes new provision as to the pay of all officers, except lieutenant-general, but says nothing of his; and, of course, leaves that as it was by the pre-existing statute.

Thus again, as to this branch of the question of implied repeal, we come to the act of 1821 as a fresh point of departure. That act, it has appeared to me on the whole, when compared with those which follow it, may be safely relied upon as negativing the existence of any superior officer not named in it, and therefore as effecting, by implication, a repeal of the office of lieutenant-general; but there is nothing in it, which in the remotest degree affects the question of the pay of any officers, except those of which it speaks, (section 11.) I do not see, therefore, how it can be relied upon as repealing that pay by implication.

And no such implication appears in any of the subsequent statutes.

Suggestion is made of the constructive repeal, by the act of 1802, of this provision of the act of 1798, not in virtue of any express repealing clause of the former, nor because of any particular clause in it of repugnancy or contradiction, but merely by the general effect of the transition from war measures to peace measures, and of the legislation appropriate to such transition. That is a very vague and most unreliable hypothesis of constructive repeal.

If, because of general changes of policy and legislation, it be argued that every clause of the act of 1798 is of necessity abrogated by the mere indefinite general effect of that of 1802, with how much more plausibility might it be alleged that every provision of the act of 1802 itself had fallen before all the changes of thirty years of military legislation, including that of the war with Great Britain?

So, indeed, it has been argued in respect to that statute. But there is a provision in it, which affords illustration of the hazardousness of all general assumptions of repeal by implication, and especially of the assumption, that because the main body of an act has expired or been repealed, that therefore all its particular provisions have become obsolete.

In the current collection of the "Military Laws," at the foot of this act is the following note:

"The provisions of this act in regard to pay, subsistence, clothing, allowance for wounds and disabilities, and benefits and allowances generally, are adopted by act of March 3, 1815. The residue may be considered as repealed and supplied by that act and the acts referred to. See chap. 100, secs. 4 and 7; see also, additional to this act, chaps. 50, 52, 57, and 64." (Hetzel, p. 99.)

Now, chapter 100 is the act of March 3, 1815, "superseded," says the note, by the act of March, 1821.

According to this we should have got rid, by successive implied repeals, at least of all parts of the act relating to "pay, subsistence, clothing, allowance for wounds and disabilities, and benefits and allowances generally," which may or may not have been "supplied" and "superseded" by the subsequent acts.

"The residue may be considered as repealed and superseded" by those acts. Was it so? By no means. Long after the period of all those acts, there was found to be occasion to repeal, by express enactment, a clause of the act of 1802, in regard to the stature of recruits. (Act of July 5, 1838, s. 30.)

It is in the power of the lawgiver to repeal at will, by express terms, any existing statute.

When he abstains from doing this, and contents himself with subjoining new provisions as new exigencies arise, sometimes adding to, sometimes taking away from what exists, and the administrator of the law is called upon to determine a suggestion of implied repeal, that determination is aided, if not guided, by rules of established legal or logical presumption.

In the absence of expressed will of the legislator to repeal a particular provision of existing law, there is presumed a purpose of coherence and compatibility of enactment, so that all the provisions, new and old, may stand together, rather than a purpose of undefined but irreconcilable repugnancy, in contradiction with methodical unity of thought.

In such absence of any expressed will to repeal, the mind of the juridical expositor follows the general rule of presuming in favor of that which is, and against a dissolution of continuance.

Finally, as a corollary from the last principle, a provision of law once existing by legislative enactment, the affirmation in argument is with him who pretends repeal; on him is the burden of proof, and he must

establish his proposition to the satisfaction of the determining judgment.

"Whoever," say the authorities of the civil law, in unison with those of the common law, "alleges the abrogation of a law once promulgated and received, from him, when that is material, the proof is to be exacted. For, since laws are enacted with intent that they shall endure, and in order that they be observed by the people, it follows that, until the contrary be proved, all presumptions militate for their obligation and duration of use." (J. Voet, ad Pandect, lib. 1, tit. 3, art. 40.)

These are the rules on the subject, which, being the well settled result of long experience, have passed into axioms of universal jurisprudence. They govern the reason with decisive authority in the investigation of a subject like this, requiring exact and critical discrimination of the most delicate implications of law.

Let us now resume all the premises of the question, applying them to the resolution before us, and the resolution to them.

In consequence of the inexplicitness of the legislation reviewed, the absence of provisions of express limitation of time, of express repeal, of express re-enactment, in the material acts, we have had to deal throughout with presumptions and implications; to balance conflicting doubts; and to determine on which side the weight of reason preponderates. Of necessity, the question is one of the nicest legal appreciation, as to which it would be presumptuous in me to pretend to an absoluteness of decision.

I can but describe the inclination of my own mind.

It is doubtful, in my opinion, whether the fifth section of the act of 1798 expired by limitation of the general tenor of the act; it is doubtful whether *so much of it as relates to the pay* of the grade of lieutenant-general was ever repealed. I think the balance of authority and of reason is the other way.

Does the resolution before us act upon these doubts so as of itself to incline conclusions to either side? I think it does.

While the phraseology of the joint resolution, by employing the term "revived" in relation to the grade, may serve to aid the inference of a previous implied repeal of the office of lieutenant-general, so the silence of the resolution in regard to pay aids to enforce the inference either that the law defining the pay of the grade has not been repealed, or that the term "revived" is to be understood in the technical meaning of the word, as having legal effect, and as attaching itself in sense to the specific provision of law which originated the office of lieutenant-general. That is, where the ground is tender on the point of non-repeal, it is fortified by the term "revived;" and where the construction of that expression labors, it is corroborated by the argument of non-repeal.

It is true, as hereinbefore indicated, that Congress may, by design or inadvertence, omit to provide pay for an officer, and leave the omission to be remedied by a future Congress; but the presumption is the other way; and the implication founded on this, weak as it may be, is much stronger than any of the assumed implications of repeal which have passed in review before us.

And the consideration that the resolution is in spirit and letter a beneficial or enabling statute tends, however feebly, to the same conclusion.

In this relation the word "revive" may not without reason acquire specific force.

I have said before, at a previous stage of the inquiry, that the word "revive" in the resolution, being applied to "grade" only, could not restore a statute as such, but might possibly restore some necessary legal incident of grade.

Congress, we have seen, has on some occasions created offices without providing compensation. But how is it if an old office be revived, not a new one created? If the old office had pay attached to it by law, is not the pay revived by the revival of the office, unless the contrary be enacted? It would seem so, according to the received rules of exposition.

It has been adjudged in reported cases at common law, that a right or duty, which is attached to a thing, expires with that thing, but revives with it, if it be revived. (Luttrel's case, iv Co. R., p. 86.) In this way, when a park was dis-parked, the office of keeper, including its emoluments, expired with the subject-matter; but the office would have revived, it and its emoluments, with the restoration of the park. (Howard's case, Hut. p. 86.) So it is in the case of the occasional revivor, *pro hac vice*, of the judicial office of high steward. (Com. Dig. Of. E. 4, Haydon's B. of Dig., p. 99.)

In the same current of legal opinion, it has been decided that a new office may be granted without any fee, annual or casual, annexed; for some offices exist without compensation, by the very nature and the intent of the creation or appointment; and if it be otherwise, yet as to the new office, no *rate* of compensation being fixed, there can be no compensation, unless it be a contingent claim, in the nature of *quantum meruit*, to be addressed to the creator or the grantor of the office. But if it be an office revived, then the profits previously attached to it by law are at the same time revived. (Comp. Surveyor of Calais' case, Year Books, xxviii Hen. VIII, p. 28; Bishop of Sarum's case, Francis Moore, p. 808; Veale *vs.* Priour, Hardres, p. 351.)

This doctrine, applied to the revival of an office by *statute*, is in the very spirit of the Digest, according to which, it is customary for older laws to be drawn to posterior ones, by a sort of innate quality of laws, so as to attach the former to all those persons and things, which shall be enacted by the latter with the same attributes or nature. (Per. Tertull. Dig., lib. 1, tit. 3, l. p. 27.)

The doctrine of these decisions may serve to reconcile and to explain such of the anomalies in this class of enactments as we note occasionally in the action of Congress.

Thus, in legislating as to the compensation of district attorneys of the United States, Congress enacted that they should receive for official service in the district and circuit courts, "such fees in each State, respectively, as are allowed in the supreme court thereof." (Act of February 28, 1799, s. 4.) On the face of the act it was the apparent design that the district attorney should receive compensation. But in the sequel it appeared that no fees were allowed in the supreme court of some of the States. Thereupon, it was adjudged that in such

cases the district attorney was entitled to compensation, as on *quantum meruit*. (Mr. Mason's opinion, Nov. 10, 1845, ed. 1851, p. 1766.) That conclusion corresponds to one of the opinions emitted in the above case of Veale *vs.* Priour.

On the other hand, when Congress intends that an office shall have no emoluments attached thereto, it says that in express terms, or by clear intimation. Thus, in providing a board of visitors for the government hospital for the insane, the statute says: "The office of visitor shall be honorary and without compensation." (Act of March 3, 1855, s. 2.) That is according to the *dictum* in the Bishop of Sarum's case.

And, in the present case, we may admit that, with the grade of lieutenant-general, its pay, as once fixed by statute, is revived in application to the new officer, provided it should be made to appear that he, holding the lineal rank of major-general, has been, or shall be found, "*on duty*," *and* "*having a command*, according to (his) brevet rank," since the day to which it retrospectively dates. (Act of April 10, 1818.)

Finally, there is a remarkable phrase in the resolution, which is destitute of any very intelligible significancy, unless it has relation to the present question; and if it have, then its influence is potential in deciding the legal intendment of the resolution.

The resolution revives the grade of lieutenant-general in the army of the United States for a definite, limited, and *personal* object. That object is to bestow the revived grade by brevet, and by brevet only, when, in the opinion of the President, it shall be deemed proper to acknowledge eminent services of a major-general in the army during the late war with the Mexican republic, "*in the mode already provided for in subordinate grades;*" and the officer, if the contemplated brevet grade be conferred upon him, is "to take rank from the date of such service, or services."

Are these expressions, any of them, surplusage? That is not presumable. The resolution is not encumbered, otherwise, with a profusion of words. On the contrary, it is quite brief, inconveniently so, in one respect. I think a moment's reflection will show the obvious bearing of the words recited.

The declared purpose of conferring the grade is "*to acknowledge the eminent services* of a major-general in the army, *during the late war with Mexico*" To acknowledge them, how? To acknowledge them "*in the mode already provided for in subordinate grades.*"

Here, perhaps, is a clue to the intent of the resolution. We know well, in what "mode" it is that eminent services in the army are acknowledged by brevet, in grades inferior to that of major-general. According to the general law, already referred to, "the officers of the army who have brevet commissions shall be entitled to, and receive, the pay and emoluments of their brevet rank, when on duty and having a command according to their brevet rank, and at no other time;" and as the act assures, in certain contingencies, brevet pay and emoluments, it very properly proceeds to enact, that no brevet commissions shall be conferred, but by and with the advice and consent of the Senate. (3 Stat. at Large, p. 427.) The statute does not define what is duty and command, according to brevet rank; the regu-

lations of the army do, as to all officers in the line, of grade inferior to that of major-general. (Gen. Reg. 1841, No. 1255.) And that is the "mode" already provided for, "by statute and regulation," of acknowledging, by brevet, eminent military services in "subordinate grades." Which mode of acknowledgment in subordinate grades, it thus appears, consists not merely of title, but also of commission, grade, rank, and contingently higher duty or command, with, in the latter case, appropriate pay and emoluments.

Now, it is plain that General Scott, being in commission as lieutenant-general by brevet, may hereafter be ordered on duty and command according to his brevet; and if what such brevet command of that grade is, be not settled by any subsisting regulation, or by military usage, it is a question of regulation merely, as it was in regard to officers of grade inferior to major-general, and the power of regulation in both cases belongs to the War Department, with approbation of the President.

Whether or not General Scott ever held such a command heretofore, and since the day of the capture of Vera Cruz and the castle of San Juan de Ulua, to which his brevet rank dates back, is a question which is raised undoubtedly by the tenor of the resolution, but (like that of the staff of the brevet grade) is not before me. I cannot well speak of that part of the subject in one of its legal relations, without considering it in all. For this reason, I make no comment on the case of the United States *vs.* Vinton, (ii Sumn., p. 299.) I refer to the subject for the single purpose intimated. Whether or not any retroactive rights of pay exist, certain it is, that future rights of that nature may arise, on supposable orders of the President.

I think these considerations are strongly confirmatory of the conclusion, that the resolution intends either to revive the pay of the grade, or to contradict the hypothesis of its having been repealed.

But it is impossible to admit that the section of statute, as a section, and without qualification of contents, is revived by this expression, the reasons to the contrary thereof being conclusive on a comparison of the two statutes. I suggested in the proper place the reasons why the affirmative arguments on that point did not seem to me satisfactory. I now proceed to state the negative arguments, or rather to establish affirmatively the negative conclusion, by showing that the very tenor and express language of the resolution contradict, unequivocally, the hypothesis of the statute being revived, or any part of it, in its general provisions, and beyond the necessary legal incidents of the grade of lieutenant-general.

In the first place, the original statutes created two distinct grades, or at least a duplication of grades, that of commander-in-chief, and of lieutenant-general; and the statute fact is recognised in the appointment and commission of General Washington. Whereas, the resolution before us revives only the statute grade of lieutenant-general, not that of commander-in-chief; and that fact is expressed in the appointment and commission of General Scott.

In the second place, the original statute supposes that, so long as it shall be in force, no military grade can be conferred superior to that of General Washington, while no such enactment is made in the present

case; and that difference is likewise recognised in the two commissions. The commission to General Scott contains the clause common to military commissions. "He is to observe and follow such orders and directions, from time to time, as he shall receive from me, or the future President of the United States, and *other officers set over him according to law, and the rules of war;*" but these concluding words are not contained in the commission to General Washington.

Finally, the resolution revives the grade of lieutenant-general as a brevet only, to be held by an officer who is major-general by lineal rank. But the original act authorized the grade to be conferred as a lineal one. Of course, in the first case the officer was lieutenant-general absolutely *de jure* and *de facto;* in the latter case he *officiates* as lieutenant-general, only when he may have been, or shall be, ordered on duty as such by the President.

All these considerations also serve to confirm the conclusions already announced, as to the repeal of the original statute, to the effect that, though possibly and probably it may not have been repealed as to the pay and emoluments, yet certainly it must have been as to the office of lieutenant-general; for if not, then it has not been repealed as to the statute office of commander-in-chief.

My conclusions upon the whole matter, then, are these:

1. The provisions of the fifth section of the act of May 28, 1798, have been repealed, in so far as regards the offices which it created, by subsequent statutes, and especially, if by no other, effectually and finally, yet certainly by that of March 2, 1821.

2. It does not clearly appear that the provisions of the fifth section of the act of May 28, 1798, as to the pay of the grade of lieutenant-general, had been repealed, either expressly or tacitly, by any subsequent act, and the same is probably to be regarded as having remained in abeyance, capable of renewed legal efficacy, if that rank should at any time be re-established without additional legislation as to its pay and emoluments.

3. The enactment in the joint resolution that the grade of lieutenant-general be "revived," does not have the consequential effect in law to revive the statute as such, provided the same had previously been repealed.

4. But, when a statute revives a statute grade or office, it is to be intended, if nothing t the contrary appear, that the statute provision as to pay and emolument, previously annexed to the grade or office, is, by legal consequence, revived, whether that provision of the statute had or not been repealed.

5. Hence, the joint resolution before us must, in my opinion, receive one or the other of these alternative constructions: Either, first, it intends that the pre-existing provision of statute, which fixed the pay of the grade of lieutenant-general, had never been repealed; that the law on that subject was dormant, awaiting the existence of an office and a person, to which and to whom it should become applicable, the office being supplied by the resolution, and the person by his appointment to the office; or, secondly, it intends assuming that the statute office of lieutenant-general, with its pay and emoluments, once existed, but had been repealed or fallen into desuetude, to revive that statute office *for this* occasion, and in so doing to resuscitate the statute pay and

emoluments of the office; and, therefore, there is now in force a law, in the fifth section of the act of May 28, 1798, fixing the pay of the grade of lieutenant-general.

I have the honor to be, very respectfully,

C. CUSHING.

Hon. JEFFERSON DAVIS,
Secretary of War.

WAR DEPARTMENT,
Washington, October 12, 1855.

SIR: In March last, the Paymaster General submitted for my decision an account of Brevet Lieutenant General Scott, claiming, in addition to the pay and allowances which he had received for certain periods, certain other pay and allowances under the fifth section of the act "authorizing the President of the United States to raise a provisional army," approved May 28, 1798.

The act "regulating the pay and emoluments of brevet officers," approved April 16, 1818, prescribes "that the officers of the army who have brevet commissions shall be entitled to and receive the pay and emoluments of their brevet rank when on duty, and having a command according to their brevet rank, and at no other time."

There were three questions, then, to be considered in deciding upon this claim; the first of which was, Whether there was any statute in force fixing the pay and emoluments of the grade of lieutenant-general; or, in other words, whether so much of the fifth section of the act of May 28, 1798, as fixed the pay and emoluments of the office therein provided for, was in force, and furnished the data to determine the compensation of the brevet lieutenant-general? My belief was, that the provisions referred to were not in force; but the question was referred to the Attorney General. The Attorney General has given an opinion differing from the view held by me. His reasoning does not carry conviction to my mind; nor do I see clearly how his conclusions are to be applied to the case, or the general doctrines advanced be conceded, without involving consequences detrimental to the service. I have, therefore, concluded to submit the case to you, and ask your direction in regard to it, briefly stating the several questions which successively present themselves for determination.

In my view section five is not now, and has not, within the period of Lieutenant General Scott's service, been in force. I think the office it created—that of commander of a provisional army, limited in its duration to an extreme period of six years—was a temporary office, coextensive in its duration with the army of which the officer was part. The Attorney General thinks it was a permanent provision in the temporary act. He says the officer in question was authorized to command the permanent as well as the temporary army. It is true, the act empowered the President to authorize the commander of the provisional army, being commissioned as lieutenant-general, to command the armies of the United States, including, of

course, the regular troops, and that such authority was expressed in the commission of the first lieutenant-general, commissioned under the act of 1798; but that fact could not change the legal tenure of his office. By the 62d article of war, militia officers are authorized to command regular troops; but that article has never been construed to affect the term of service of such militia officers. Nor do I conceive that the form of the commission amounts to a contemporaneous construction in favor of the performance of the office. The President was expressly authorized by the act to discharge all or any of the troops raised under it whenever he might deem it consistent with the public safety to do so; and the tenure of the commission being during the pleasure of the President, was in strict conformity with the provision. Before one can infer, from the acts of the President, a greater permanence for the commander than for the army, it must be shown that the President did in fact, or at least intended to, retain the lieutenant-general in service after the provisional army had ceased to exist: of this the commission affords no evidence. The Attorney General (p. 75) cites an adjudged case, showing that an office, including "its emoluments, expired with the subject-matter."

When a Territory passes into a State, it is not the practice, I believe, to abolish the Territorial offices; yet the governor of a Territory could not claim to be such after the Territory had ceased to exist.

The Attorney General says Congress did not conceive that the office expired by inherent limitation, because they expressly enacted afterwards its contingent discontinuance. This express enactment was in 1799. The design of Congress to discontinue the office of lieutenant-general within one year after its creation, does not show the opinion of that body that it would not otherwise expire in six years. The same remarks apply to the provisions for disbanding that army in the year 1800, before any one enlistment under it had expired.

The Attorney General remarks that the officers of the army have a *quasi* permanence of position very different from that of the rank and file. It is true, the soldier, on his enlistment, engages for a definite period—the officer does not; but both are liable to be discharged at any time. The superior permanence of the officer is due to the inducements held out to him; and if there be any legal right in either to remain in service, it is in the soldier, who alone engages for a specified time. No legal consequences, it appears to me, can be drawn from the comparative length of service of soldiers and officers, which is wholly independent of the rights of the parties.

On full consideration, I remain of the opinion that the appointment of an officer of an army expires when that army ceases to exist, and that all the statute provisions intended "to raise and support" the army expire at the same time.

I was further of opinion, that, before the statute provisions expired by inherent limitation, they were repealed by the twenty-ninth section of the act of March 16, 1802, which repealed all acts and parts of acts then in force which came within the purview of that act. The purpose of the act of 1802 was, in the language of the constitution, "to raise and support" an army; and its purview, in my

opinion, extended to all the details prescribed for that purpose, including the enlistment of men and the commissioning of officers, their organization into military corps, their clothing, subsistence, and pay. Among the officers authorized by this act to be appointed and paid was one brigadier-general, who, according to the conclusion ultimately reached by the Attorney General, was the highest general officer remaining in the army, and thus came within the description of "the general commanding the army of the United States;" for, says the Attorney General, (p. 79,) "this description of person, by evident meaning of the words and by established construction, applied not to a distinct statute commission or office, but to any general (major or brigadier) on duty as commander of the army under the orders of the War Department." This brigadier-general, then, was intended to command the army under this act, *i. e.*, the only army of the United States; and yet the Attorney General says that another statute, authorizing the appointment and pay of another officer, intended to be "lieutenant-general commanding the army of the United States," *i. e.*, the army raised under the act of 1802, is not within the purview of this last act. I do not undertake to say what is the legal meaning of the word *purview*. I have seen it defined, on the authority of Chief Justice Marshall, as "the limit or scope of a statute—the whole extent of its intention or provisions." The Attorney General seems to take a different view. He says, (pp. 51, 52,) "words of description may suffice to constitute express repeal, without naming the title of the act intended to be repealed; but that depends on the words of description. If they are 'all provisions of law inconsistent herewith,' or 'all provisions within the purview hereof,' then we are driven still to the questions of construction, and repugnancy or implication; we find ourselves forcibly thrown back upon that most embarrassing of all questions, repeal by implication."

To operate repeal by implication, "there must be," he says, "absolute incompatibility," (p. 55,) "irreconcilable repugnancy," (p. 70.) That is, one statute cannot be within the purview of another, unless it be absolutely incompatible, and irreconcilably repugnant. If the definition ascribed to Chief Justice Marshall shall be correct, then, certainly, the act of 1798, providing for the appointment of certain military officers, was within the scope of the act of 1802, declaring what officers should be in the military service. There appears to me manifest contrariety in the two positions: first, that the lieutenant-general does not partake of the temporary character of the act of 1798, because he was to be part of the permanent army; and, second, that he was not within the purview of the act establishing the only permanent army of the United States.

The Attorney General, however, holds that the office of lieutenant-general is, under the acts of 1802, 1815, and 1821, fixing the military peace establishment, abolished by implication, and by implication only. Now, what are the rules he lays down as to repeal by implication? A late statute repeals an earlier, "if the latter be clearly intended as a substitute for the former, and completely exhausts the whole matter; but, if the latter law be not in terms exhaustive of the subject-matter, then, to effect repeal, there must be collision," (p. 53.)

"In cases of apparent collision of laws, if by interpretation they *can* stand together, they must do so," (p. 54.) "All affirmative statutes are to stand together, unless the later necessarily implies negation * * *; but, in such cases, there must be clear and manifest contrariety and contradiction to the former act, in the very matter," (p. 54.) "If the implication be accepted, it is only on the most indisputable manifestation of absolute incompatibility, and repugnance between the new and old statutes," (p. 55.) There must be irreconcilable repugnance "of particular matter," (p. 70.)

Now, the act of 1802 is affirmative throughout, and there is no collision between its provisions as to details, and those of the fifth section of the act of 1798. If this section be taken as part of the law of the military establishment, the lieutenant-generalship would be in perfect keeping with the rest of the establishment. It had co-existed in our service with all the grades provided in the act of 1802, and co-exists with them still in other services. There is, then, no collision, no irreconcilable repugnance to the details of the act, and we must look to the other branch of the subject—repeal by exhaustion. And here we find the first section of the act containing a general provision, certainly exhaustive in terms, an affirmative implying negative; but, of what exhaustion? "The military peace establishment," says the act, "shall be composed of one regiment of artillerists, and two regiments of infantry, with such officers, military agents, and engineers, as are hereinafter mentioned." This certainly exhausts the military peace establishment, and negatives the existence in it of any other officers than those mentioned; but, if the lieutenant-general be not included within this description as part of the military peace establishment, then his office is not repealed; if he be included within that description, how can it be said he is not within the purview of the act? I think it beyond question that everything included by the first section is within the purview of the act, and that the lieutenant-generalship is not repealed by implication, unless it come within the first section. I feel, therefore, no hesitation in expressing the opinion that, if the provisions of the fifth section of the act of 1798 be not repealed by the twenty-ninth section of the act of 1802, they are not repealed by that or any other act fixing the military peace establishment, and that the office of lieutenant-general has never been abolished. Adhering, as I do with confidence, to the view of express repeal, I must notice one of the consequences of the contrary view—which is the conclusion stated on page 81, that the act of 1821 is the true point of departure; that, as the act of 1802 repealed that of 1798 by implication, so that of 1815 repealed that of 1802; and, again, that the act of 1821 repealed that of 1815; thus, under the doctrine of the revival of repealed acts, by the repeal of repealing acts, rendering the repeal of the act of 1798 prior to 1821 very questionable. Under the rules stated by the Attorney General, repeal by implication goes only to the repugnant parts of a previous statute; the act of 1802 was not repealed, except by implication of the acts of 1815 and 1821; and the operation of the act of 1802, in repealing that of 1798, is in no wise repugnant to the acts of 1815 and 1821.

There could, then, be no repeal of the repealing operation of the

act of 1802 by the act of 1815, or that of 1821; consequently, no revival of that of 1798. Moreover, it must be admitted that the act of 1798 is just as repugnant to those of 1815 and 1821, as to that of 1802; and the law, which does nothing in vain, would not revive the act of 1798, by two successive statutes, only to repeal it again by each.

I think, then, that clearly there was no revival of the act of 1798, and that the act of 1802 is our starting-point. If the view be adopted that the act of 1798 is repealed by implication only, it may be a matter of some little consequence whether the implication arises under the act of 1802 or that of 1821.

The Attorney General, adopting the view that the office of lieutenant-general is abolished by implication, says (page 48) that it will be necessary to subdivide the inquiry, and distinguish between the office and the provision of pay. He then concludes that the provision for the pay of lieutenant-general is not repealed by the act of 1802, neither by the 29th section, as within the purview of the act, nor by implication, as repugnant.

I have already remarked upon the construction given to the express repeal of acts within the purview of the act of 1802.

With regard to repeal by implication, the Attorney General makes a distinction. He finds the existence of a lieutenant-general repugnant to the provisions of the act of 1802, and therefore decides that the office is abolished, but that the pay is not repugnant, and therefore is not repealed. No argument is made to support this distinction, and I see no ground for it. The provision for the support of the officers of the army is as wide as the provision for their rank, and if no grade shall exist other than what are enumerated, then no other pay can exist. If pay be an incident of office, so is rank; and no reason is assigned, nor do I see any, why a grade should expire with an office if pay does not. In the case before referred to, (page 93 of the opinion) the pay was held to have expired with the office. Both grade and pay may be equally distinct from the office. The commander-in-chief of our army has no military rank. The late commander-in-chief of the British army was a field-marshal—the present one is a general; though there are still field-marshals in that service. When there was no higher officer than brigadier-general in our army, he was the commanding general; when there was a major-general, and but one, he became commanding general, and as such is designated in several statutes. Many officers have fixed rank. The commissary-general, paymaster-general, and surgeon-general have the rank of colonel; assistant commissaries, paymasters, and surgeons, have the rank of major. The act of March 3, 1813, authorized the appointment of eight quartermasters-general; the one attached to the principal army was to rank as brigadier-general, and the others as colonels; thus making the rank dependent upon the stations of the officers. This distinction between office and grade does not seem to have occurred to the Attorney General, or it would have relieved him from the difficulties he encounters at page 102 of his opinion, when he says, "the statute created two distinct grades, or at least a duplication of grades, that of commander-in-chief and of lieutenant-general." Grade is a relative term, implying a series. Two grades in the same series can-

not be equal—one must be inferior, and the other superior. Congress could not, therefore, have meant to confer two grades at once by the same commission, on the same individual; nor does the statute imply it. In various places it makes the distinction between office and rank. It authorizes an inspector-general with the rank of major-general, an adjutant-general with the rank of brigadier-general, &c., &c. When, therefore, it provides for a commander of the army, it fixes his rank as it does that of other officers; but having occasion to speak of him afterwards, designates him by his title of office, "commander of the army," not by his rank, "lieutenant-general." (Sections 7 and 9.) So, in the subsequent act of 1799, the office "commander of the army" remained the same; the rank was changed from lieutenant-general to that of general.

It is true that the distinction between office and rank is not always clear, and in some cases entirely disappears. In cases, however, where the distinction exists, it becomes a question whether the pay is attached to the office or to the grade. Grade is usually, but not always, the measure of pay; perhaps, on a review of military legislation, a rule might be found, but I shall not attempt it here. I think the statute itself clearly shows that in the cases of all the officers mentioned in the 9th section by their designation of office, as distinguished from the military rank, the pay was attached to the office. The language of the statute, I think, clearly marks the distinction between those and other officers, in section six, which provides that the President may "appoint an inspector-general with the rank of major-general, and the major-general, and the major-generals *and the inspector-general*, shall each be entitled to the following pay," &c. So section 9 speaks of "the commander of the army, inspector-general, adjutant-general, &c. &c., *and the general field and commissioned officers*;" thus showing that in the cases where their office was distinct, it was the principal object in the mind of the legislators. By grammatical construction, the 5th section of the act of 1798 attaches the pay to the commander of the army; it says, the President is empowered to appoint "a commander of the army which may be raised by virtue of this act, and who, being commissioned as lieutenant-general, may be authorized to command the armies of the United States, and shall be entitled to the following pay and emoluments." The person entitled to pay is here evidently the commander of the army; and this view is, I think, confirmed by the act of 1799, which changed the rank of the commander of the army, but left his official designation and pay the same. It is proper to remark that this last act purports to abolish the "*office*," as well as the *title* of lieutenant-general; but if this single expression may seem to imply that the lieutenant-generalship was an office, the contrary is, I think, abundantly shown by the original act of 1798.

I need hardly add to this, that the grade of lieutenant-general under the resolution of February 15, 1855, could be and has been conferred and held by brevet only. That the brevet commission implies no office is a necessary conclusion, from the fact that the resignation of the commission of major-general would carry with it the brevet grade of lieutenant-general.

The Attorney General has cited a number of cases to show that the

appointment of military officers has been authorized without any express grant of pay, and that it has been given by construction only. In all these cases, however, I think it will be found that express words are used which bring them within the provision of other acts. I will refer to them briefly:

One major-general and two brigadiers, per act of June 18, 1846. These are declared to be "in addition to the present military establishment:" the pay of "the military peace establishment" is fixed by a general provision of law, applicable to all officers belonging to it. Act of March 3, 1815, adopted by that of March 2, 1821, and still in force.

Additional major-generals and brigadier-generals, per act of June 26, 1846. By the act of May 13, 1846, the President was authorized to receive volunteers for the war with Mexico, to organize them into battalions, regiments, *brigades*, and *divisions*, and to apportion the staff, field, and general officers among the States, &c. Provision was made for the appointment of all regimental officers, but not of general officers; the act of June 26 supplied this omission, and authorized the appointment—the appointment of the general officers necessary for the organization of the volunteers "called into service under the act of May 13, 1846," into brigades and divisions. These officers thus, by express reference to the act of May 13, 1846, became part of the force raised under it, and organized under the 6th section of the act, and the 9th section gives pay to all volunteers in service under it.

Four quartermasters and ten assistant quartermasters, per act of February 1, 1847. A general provision of law, of July 5, 1838, declares "that the pay and emoluments of the officers of the quartermaster's department shall be the same as are allowed to officers of similar rank in the regiment of dragoons."

An additional major, per act of February 11, 1847, to "each of the regiments of dragoons, artillery," &c., "in the army of the United States." Being thus expressly made part of the authorized regiments of the army, their pay was governed by the general laws which apply to those regiments.

Two major-generals and three brigadier-generals, per act of March 3, 1847. The act of February 11, 1847, authorized ten regiments "in addition to the present military establishment," and gave officers and men the pay thereof.

Act of March 3, 1847, authorizes "the ten regiments to be raised by virtue of the act of February 11, 1847," to be further organized into brigades and divisions, and the appointment of brigadier-generals and major-generals to command them: these officers are, by successive express references, carried back to the general military establishment.

Three additional surgeons and five assistant surgeons, per act of July 4, 1836. The 2d section of this act expressly gives pay to "the officers appointed by virtue of this act." The rate of pay, it is true, was erroneously fixed, being that of paymaster.

Six surgeons' mates, per act of March 26, 1804. These were declared to be "in addition to the surgeons' mates provided for by the act fixing the military peace establishment of the United States," and this act fixes the pay of surgeons' mates.

Among the cases cited by the Attorney General, there are but two that appear to me to be examples of the discontinuance and revival of an office in the army. The first is the case of major-general. This grade was abolished by the act of March 3, 1797, and revived by the act of May 28, 1798. In this case the pay and allowances were enumerated, although, as they were fixed at the same rate that had been previously attached to the office, there could have been no necessity for this, if the doctrine of revival was a governing rule. The second is the case of the inspector-general. An office was abolished by a clause in the 4th section of the act of August 23, 1842, which reduced the number of inspectors general, from two to one; and this clause was repealed by the act of January 12, 1846, which expressly revived "all acts and parts of acts so repealed" by that clause.

In neither of these cases, therefore, was the compensation of the revived office left to depend on the constructive revival of pay and emoluments.

It appears to me that the Attorney General, under those authorities which favor the revival of compensation with the revival of an office, has too hastily taken it for granted that the lieutenant-generalship was the only office established by the statute, that the pay was attached to it, and that the office has been revived.

With reference to the doctrine of revival of pay by the revival of an office, I can only remark, that the cases cited do not appear to be in point. The offices of park-keeper and high steward were, I presume, not established by statute, nor did they depend upon statutory provisions to determine their compensation. The analogy is remote enough between such officers and those of the army in the country where those cases arose; it is still more remote in its application to this country, where no federal offices exist but such as are created by the written law, and no pay can attach to them but such as is therein given.

If, however, it should be concluded that the lieutenant-generalship was the office created by the act of May 28, 1798, and that the pay provisions applied to it; that this office has been revived by the resolution of February 15, 1855, and that the pay provisions have either never been repealed, or, if repealed, are revived with it,—the second principal question is raised, viz: whether General Scott's case fulfils the condition of the act of April 16, 1818, so as to entitle him to that compensation?

And first, I have to notice a remark of the Attorney General, (p. 104,) that the brevet lieutenant-general "officiates as lieutenant-general only when he may be ordered on duty as such by the President.' If the Attorney General designed by this remark to express the opinion that the command appropriate to a lieutenant-general is the "armies of the United States," and required authorization by the President, as indicated in the act of 1798, it is a special rule, the admission of which would be conclusive of the question as to whether Brevet Lieutenant General Scott had been on duty according to his brevet, and had a command equal to his grade. If, otherwise, it means that brevet rank can only take effect by assignment of the President

and that pay follows as a consequence of such assignment, I must dissent from this opinion, because it would produce great confusion in the military service, by changing the practice of many years, and because by the 61st and 62d articles of war, brevet rank takes effect in the cases specified without an assignment; and by the act of April 16, 1818, officers are only entitled to the pay of their brevet grade "when on duty and having a command according to their brevet rank." If assignment may put an officer on duty according to his brevet rank, it is not the only mode by which his commission by brevet may be rendered effective, and assignment is not of itself sufficient to confer a right to pay and emoluments.

The next point to be noticed is, that he claims the pay, &c., for a period anterior to the conferring of his commission. The right to claim pay for such period was affirmed by the circuit court of the United States in the case cited by the Attorney General, and the reasoning, if its correctness be admitted in that case, would apply to this, although the circumstances were materially different. The case arose under that clause of the act of July 6, 1812, now repealed, which authorizes the President to confer brevet rank on officers "who shall have served ten years in any one grade." The brevet of captain under this act was conferred on Lieutenant Vinton June 30, 1834, to take rank from September 30, 1829, when he completed his ten years' service, and in the meantime he had exercised the command of captain. The whole reasoning of the court proceeds on the assumption, that unless Captain Vinton was considered to have been a captain from and after the date of his rank, as fully as if the commission had been issued on that day, they would "reject the words of the instrument or deny them any meaning." This is an error into which civilians generally fall in treating of this subject. The court does not seem to have been aware of the importance of the fact, that giving date to rank is, under certain circumstances, a mode of regulating command and precedence among officers of the same grade; that the words in question conferred on Captain Vinton a contingent right to command all officers of the other corps of the same grade whose rank bore a subsequent date, even although their commissions bore a prior date, and that to give a rank a date anterior to the commission was the only mode of attaining that object.

The counsel of the United States took an appeal; but Mr. Poinsett, Secretary of War, had it dismissed, and acquiesced in the judgment, on the ground that "the brevet officers who claim their rank in virtue of the law giving that grade to an officer for ten years' service could not be deprived of that right by any act of the Senate," (in failing to confirm nominations.)

Vinton's case has been since generally regarded as settling that brevetted officers may claim to have been on duty and to have had command according to their brevets for any period subsequent to the date of their brevet rank, though anterior to that of their brevet commission—in other words, to have been in command according to their commissions, which they did not hold at the time. In the case now under consideration, we are asked to go a step further, and admit that an officer of the army was on duty and had command according

to a grade which not only he did not hold, but which did not exist in our service. If this be conceded, then the question arises, what would be the appropriate command of a lieutenant-general in our service? There are three modes of solving this question: first, by reference to the practice in the service of other countries; second, by extending by analogy the laws determining command in the lower grades; third, by reference to the law which established the grade and prescribed the command of lieutenant-general in our service. If either of the first two modes be adopted, the command of General Scott within the period he claims for would be found equal to that of a lieutenant-general. I am of opinion, however, that if the resolution of February 15, 1855, refers us to the act of 1798 for the pay of lieutenant-general, it also refers us to it for his command. The act of 1798 is as determinate on the subject of the command as it is with regard to rank and pay of the lieutenant-general, and it indicates as his appropriate command "the armies of the United States." It is doubtful whether General Scott, at any time, had such a command. From the date of his brevet rank to the conclusion of the war with Mexico, there were several armies in the enemy's country, each under the immediate command of an officer over whom General Scott exercised no control. After the conclusion of the war our army was reduced to the peace establishment, and I am of opinion that our peace establishment is not the appropriate command of a lieutenant-general. The laws fixing the peace establishment must be understood to provide officers for all commands; those combinations which admit of the exercise of brevet rank are exceptional. To admit that any officer having the command intended for him according to the legal organization of the army, has a command higher than the rank assigned him in that organization, would be to discard every legal consideration upon which reason could rest in determining questions of rank and command. If it is contended that the appropriate command of an officer in our service is not the command which is given him under the organic laws of our military establishment, but the command which he would have in some foreign service, I think such pretensions need only to be stated in order to work their own refutation.

Should, however, the propositions to which these objections are presented be admitted, the third branch of the subject to be considered is the mode of computing the pay. And here the question is presented, whether General Scott must take the pay of lieutenant-general in lieu of that of major-general; or whether, as the compensation of either rank is composed of various items, he shall be allowed to select the largest of each; whether, in his own words, he can claim "the higher pay and the higher emoluments of the two grades," or whether he must be restricted to the pay and emoluments of one? I will only say that, in my opinion, all his pay and allowances must be computed according to one grade or the other, and that he cannot, for the same time, draw allowances from both.

In the computation of pay no difficulty arises: the pay of the lieutenant-general was fixed at $250 per month; that of the major-general was less.

The rations of the lieutenant-general were fixed at forty per day.

General Scott claims that these must be doubled under the act of August 23, 1842, allowing double rations to the major-general commanding the army. This claim is not, in my opinion, warranted by law.

By the act of March 3, 1797, double rations were allowed to the brigadier-general "while commander-in-chief." His rations, which were twelve daily, were then increased to twenty-four. By regulation, and subsequently by the act of August 23, 1842, the rations of the "major-general commanding the army" were doubled; his allowance, which was fifteen daily, was thus increased to thirty. The original rates for those officers were fixed by law when they were not commanding the army—that for the brigadier-general when he was subordinate to a major-general, and that for the major-general when there were several of that rank, neither of whom commanded the whole army. When the brigadier-general and the major-general successively came into command of the army, their rations, which had not been fixed in contemplation of that event, were increased to meet the unforeseen case which had thus arisen. On the other hand, the lieutenant-general was at once placed by law and his commission in command of the army, and all his allowances were fixed in view of that fact. If the rations of the lieutenant-general were increased as claimed, the commutation would alone amount to nearly twice the monthly pay.

A question may be here stated, which bears upon this item as well as upon others; that is, whether the pay provisions of the act of 1798 are modified by the general laws passed subsequently to its date and prior to February 15, 1855; or whether the act is to be considered to take effect at the latter date, and thus be unaffected by the general provisions referred to? If the provisions never were repealed, they would, of course, be modified by subsequent laws on the same subject; but if they were repealed, whether, while in a state of repeal, they would be affected by modifying acts, and on being revived would be subject to those modifications, or whether the revival is equivalent to a new enactment, are questions which are respectfully submitted. By the act of 1798, the lieutenant-general was to have forty rations in kind, or commutation at the current price. The act of January 11, 1812, fixed the commutation of all officers' rations at 20 cents for each ration. General Scott claims the commutation fixed by this act, not that prescribed in the act of 1798.

The decision of this question will particularly affect the claim for forage. By the act of 1798 the lieutenant-general was allowed $50 monthly for forage. By the act of July 22, 1813, the system of granting gross sums for forage was changed, and each officer was allowed $8 per month for each horse to which he was entitled. The act of March 3, 1845, restricted the allowance in time of peace, to general officers, to forage, or money in lieu thereof, for three horses, to be actually owned and kept in service; the commutation for these would be $24 per month. In time of war the number of horses is prescribed by regulation, which allows seven to a major-general; for these the commutation at the legal rate would amount to $56 per month. General Scott claims $56 per month in time of war, under

the regulations, and $50 in time of peace, under the act of 1798, considering the restriction in the act of March 3, 1845, inapplicable.

The same question arises in regard to the allowance for servants. The act of 1798 made no allowance for servants; it is urged that this omission was in consequence of the practice, which then prevailed, of employing soldiers in that capacity. This practice was forbidden by the act of March 30, 1814, which fixed the number of servants for the different grades, and allowed to the officers employing them the pay, &c., of a private for each. The number of servants for a lieutenant-general is not specified by the act. General Scott claims for four, as allowed to a major-general, and requests that a regulation be made allowing him five. I submit the question as involving the executive power to allow by regulation in the matter what the law has failed to provide.

The following tables will exhibit a succinct view of this subject:

1st. Pay and emoluments of lieutenant-general as fixed by act of May 28, 1798.

Pay per month	$250
Forage	50
Rations per day at current price, say 20 cents	240
	540

2d. Pay and emoluments of lieutenant-general as fixed by the act of 1798, if modified by subsequent general provisions of law.

	In time of war.	In time of peace.
Monthly pay	$250	$250
Forage	50	24
Rations, 40 per day, at 20 cents	.....	240
If commanding a separate army in the field	480	.....
Servants not provided for	.....	.....
	780	514

3d. Pay and emoluments claimed by General Scott.

	In time of war.	In time of peace.
Pay of lieutenant-general per month	$250	$250
Forage in time of war as major-general, by regulation	56	.....
Forage in time of peace as lieutenant-general, by act of May 2d, 1798	.....	50
Rations 40 per day, doubled as major-general commanding the army, at 20 cents	480	480
Servants, four as major-general, per act March 30, 1814	78	78
	864	858

General Scott has also applied for an increase of allowance of fuel and quarters. This being a matter of regulation, and involving no question of legal difficulty, can be fixed or varied at the discretion of the Executive.

Very respectfully, your obedient servant,

JEFF'N DAVIS,
Secretary of War.

To the PRESIDENT.

WASHINGTON, *October* 29, 1855.

SIR: I return herewith the various papers submitted to me on the 12th instant, for my decision in relation to the claim of Brevet Lieutenant General Scott for pay and allowances under the resolution of February 15, 1855. In the adjustment of the account, let it be assumed that, so far as pay and emoluments are concerned, the 5th section of the act of May 28, 1798, either was never repealed, (though it may have been modified,) or, if repealed, was revived by the resolution of February 15, 1855, and is now in force.

2d. That the resolution is retroactive in its operation.

3d. The extent and manner of its operation are to be determined by the "mode already provided for in subordinate grades;" in other words, "by extending by analogy the laws determining command in the lower grades." Brevet Lieutenant General Scott is therefore entitled to the pay and allowances of his brevet rank since March 29, 1847, during such period in time of peace as he may have been on duty as commanding general of the army, and at all times when on service in the field with a command of not less than eight regiments.

4th. Brevet Lieutenant General Scott's pay and allowances must be computed for one grade. He cannot at the same time draw allowances for two.

5th. If the provision of the 5th section was never repealed, it remained on the statute-book, subject to amendatory provisions; if, having been repealed, it was revived by the resolution of February, 1855, any amendatory or explanatory provisions would attach to it. Two statutes apply to the case—that of July 22, 1813, and that of March 3, 1845.

The phrase "all officers," and that of "general officers," in the laws last referred to, each include a lieutenant-general by universality, and they modify the pre-existing law as to his forage, whether that law be taken as now in force by non-repeal, or by revival. Therefore, in time of peace he is limited to twenty-four dollars per month for forage.

6th. The number of horses for which a general officer may draw forage during service in the field is not fixed by statute, but by regulation. In relation to a lieutenant-general there is no regulation; but for the present, and for this case, I establish the number at seven.

7th. As to rations, the act of 1798 allows forty per day, "or money in lieu thereof, at the current price."

"Current price" means the price at the time the claim of allowance arises, and that during the period in question was twenty cents per ration by statute.

No existing statute makes any provision for the allowance of double rations in this case; no existing regulation authorizes it, and I make none. The act of 1842, coupled with that of 1797 and that of March, 1802, it is obvious, from a careful examination, does not tend to modify or change this result, which, consequently, will be two hundred and forty dollars per month for rations.

8th. Nothing is said as to servants in the act of 1798. At that time this must have been the subject of regulation, and the lieutenant-general would have been entitled to such number as might be prescribed by the War Department in virtue of subsisting acts of Congress. (Opinion of Attorney General Wirt, June 30, 1831.) The power of the President to make regulations upon the subject, in the absence of any statutes, and the validity of any such regulations so made by him, are expressly recognised by the act approved July 6, 1812. When by the act of 1816 officers were forbidden to employ soldiers as servants, four waiters were allowed to a major-general.

The archives of the War Department are known to be imperfect, in consequence of destruction by fire; but even if the records do not show what number of servants the lieutenant-general was entitled to, it is just to presume, in the absence of such evidence, that the number could not have been less than that afterwards allowed to a major-general by statute, and I therefore establish that as the number to be recognised in this case. The power to establish such a regulation is not only clearly implied in the act of 1812, above referred to, but also in the act approved April 24, 1816.

9th. As to fuel and quarters, I do not propose to make any decision at present, other than to direct that the accounts of Brevet Lieutenant General Scott, in that respect, be settled upon the existing law and regulations fixing the pay and emoluments of a major-general.

FRANKLIN PIERCE.

Hon. JEFFERSON DAVIS,
Secretary of War, Washington, D. C.

[Endorsement.]

To be filed in the War Office, and a copy to be furnished to the Paymaster General. The opinion of the Department, as heretofore expressed, remains unchanged. See files of the office.

JEFF'N DAVIS,
Secretary of War.

OCTOBER 29, 1855.

DR. *The United States to Lieutenant General Winfield Scott, commanding the army.*

On what account.	Commencement and expiration.	Term of service charged. Months.	Term of service charged. Days.	Pay per month.	Amount.	Remarks.
Pay—						
For myself.....	From March 29, 1847, to Aug. 31, 1848.	17	3	$50 00	$355 00	Difference between the pay &c. of lieutenant-general and major-general.
For myself.....	From May 10, 1849, to Sept. 30, 1855.	76	22	50 00	3,836 67	
		No. of days.	**No. of rations per day.**	**Total No. of rations.**	**Price of rations.**	See my protest of this date, addressed to the Paymaster General, respecting my claim to double or 80 rations a day, and to the claim of fifty dollars a month for forage. WINFIELD SCOTT.
Subsistence—						
For myself.....	From March 29, 1847, to Aug. 31, 1848.	522	10	5,220	20 cts.	$1,044 00
For myself.....	From May 10, 1849, to Sept. 30, 1855.	2,335	10	23,350	20 cts.	4,670 00
						10,405 67

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing, in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually owned and kept in service the horses, and employed the private servants for which I charge, for the whole of the time charged; and that I did not, during the term so charged or any part thereof, keep or employ as a waiter or servant a soldier from the line of the army; that the annexed is an accurate description of my servant; that, for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department; that I was the actual and only commanding officer at the double ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, for any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulations; that I was actually in the command of a company for the whole time additional pay is charged; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States army as a commissioned officer for the number of years stated in the charge for extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster D. Hunter, and to the last day of October, 1855.

I at the same time acknowledge that I have received of Major N. W. Brown, paymaster, this 5th day of November, 1855, the sum of ten thousand four hundred and five dollars and sixty-seven cents, being the amount and in full of said account.

WINFIELD SCOTT.

HEADQUARTERS OF THE ARMY,
New York, November 6, 1855.

SIR: I have received your letter of the 30th ultimo, with its enclosures.

On the 8th of March last, I submitted to you, for settlement, in form of pay accounts, for certain periods, the differences between the pay and emoluments of a major-general, which I had received, and those of a lieutenant-general which I claimed, and added: "Should any *doubt* arise as to the correctness of the *principle* on which these accounts are stated, or in reference to *any of their items*, I request that the authority intrusted with the decision will give me a hearing on the subject before coming to a final decision in the case."

Learning, with surprise, that you had asked the Secretary of War to judge the different items of the account, instead of referring them through the officers of the treasury up to the Attorney General, I addressed (March 15) a short argument to the Secretary in support of the claim, and repeated the request that, if necessary, I might be further heard before a final judgment. After a most extraordinary delay, on the part of the Secretary, I again (April 26) wrote to beg his attention to the subject.

This letter he acknowledged the 28th, and says: "In regard to the confidence which you express in the legality of the claim, it is proper to apprize you that I have not come to the same conclusion, *and hence the necessity of the reference* to the Attorney General,"—of which reference he had more briefly informed me the day before, with the addition that he had communicated verbally (to the Attorney General) my "desire to be heard upon the subject before a decision shall be made."

Not doubting, under the terms of this correspondence, that all the questions involved in the accounts as I had originally presented them to you—including the questions of double rations and forage—had been duly referred to the Attorney General, I at once proceeded to submit to him by invitation, and as permitted by the Secretary, my views and arguments in support of every item of the claim. Nor was it till I received the decisions in the case, enclosed in your recent letter, that I learned Mr. Secretary Davis had withheld from the Attorney General every point springing from the face of the accounts, themselves, and had substituted a leading question of his own, in bar of all compensation whatever, viz: "Whether there is, in force, any law fixing the pay and allowances of that grade"—lieutenant-general? The Attorney General having, no doubt, unexpectedly answered that question in the affirmative, his legal advice was dispensed with, as to whether I should, under different statutory provisions, be allowed 80 or 40 rations a day, as well as, whether the forage item should be charged at $50 or $24 a month? Yet these were important matters, calling for grave consideration on the part of the highest law officer of the government. The Secretary retained them in his own sufficient hands, and after another delay of more than nine weeks has obtained from the President a decision against the double rations and the higher rate of forage, to my loss of about three thousand dollars a year. Hence I offer for record in your office, this recital in the way

of solemn protest against that extra-judicial decree, and do not doubt, if I can ever bring the case before any high legal authority—judge or Attorney General—the erroneous decision will be overturned and the remainder of my claim be fully acknowledged and satisfied.

With great respect, I remain, yours, truly,

WINFIELD SCOTT.

Colonel B. F. LARNED,
Paymaster General, Washington, D. C.

34th CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 57.

SEARCH FOR SIR JOHN FRANKLIN—CORRESPONDENCE.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

Correspondence in reference to the American Expedition in search of Sir John Franklin, &c.

MARCH 17, 1856.—Referred to the Committee on Foreign Affairs, and ordered to be printed.

To the Senate and House of Representatives:

I transmit to Congress the copy of a correspondence which has recently taken place between her Britannic Majesty's minister accredited to this government and the Secretary of State, in order that the expediency of sanctioning the acceptance by the officers of the United States, who were in the American expedition in search of Sir John Franklin, of such token of thankfulness as may be offered to them on the part of her Majesty's government for their services on the occasion referred to, may be taken into consideration.

FRANKLIN PIERCE.

WASHINGTON, *March* 17, 1856.

WASHINGTON, *December* 8, 1855.

SIR: Her Majesty's government have lately received information of the return of Dr. Kane from his expedition in search of Sir John Franklin, and her Majesty's government have also been apprised of the safe return of the searching squadron under Captain Hartstein.

This intelligence has afforded sincere pleasure to her Majesty's government, and I now, by the instructions of the Earl of Clarendon, have the honor to offer to the American government the cordial congratulations of the British government on the safe return of Dr. Kane and his gallant associates from their hazardous enterprise.

I have already expressed to Dr. Kane himself, and requested him to communicate to the officers and crews of the vessels under his com-

mand, the assurance of the sincere gratitude of the British government and nation for their generous exertions; and also to Mr. Grinnell, who liberally advanced the necessary funds for the undertaking; and I am further instructed to express to the government of the United States the best thanks of her Majesty's government for the friendly aid which they afforded to the expedition.

Her Majesty's government feel desirous to present some acknowledgment to Mr. Grinnell, and to Dr. Kane and the other officers of the American expedition, as a memorial of the sense which they entertain of their arduous and generous services; and her Majesty's government trust that the government of the United States will not withhold their permission to such of those officers as are in their service to accept any token of thankfulness which may be offered to them by the British government.

I avail myself of this opportunity to renew to you, sir, the assurance of my high consideration.

JOHN F. CRAMPTON.

Hon. W. L. MARCY, *&c., &c., &c.*

DEPARTMENT OF STATE,
Washington, December 18, 1855.

SIR: I have had the honor to receive your note of the 8th instant, offering the congratulations of her Majesty's government on the safe return of Dr. Kane and his companions from their expedition in quest of Sir John Franklin, and the thanks of her Majesty's government for the aid afforded to the expedition by the government of the United States. You also express a hope that this government will not withhold its permission for such officers of the expedition as were in its service to accept such token of thankfulness as might be offered by her Majesty's government. In reply, I have the honor to acquaint you that, by the constitution of the United States, the power to give the permission referred to is exclusively vested in Congress. A copy of your note, however, and of this reply, will be submitted for the consideration of that body.

I avail myself of this occasion, sir, to offer to you a renewed assurance of my very high consideration.

W. L. MARCY.

JOHN F. CRAMPTON, Esq., *&c., &c., &c.*

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 58.

CREEK AND SEMINOLE INDIANS.

MESSAGE

FROM

THE PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A report as to the cause of the difficulties between the Creek and Seminole Indians.

March 17, 1856.—Referred to the Committee on Indian Affairs, and ordered to be printed.

To the House of Representatives:

I herewith communicate to the House of Representatives, in compliance with their resolution of the 28th ultimo, a report from the Secretary of the Interior, containing such information as is in possession of his department touching the cause of the difficulties existing between the Creek and Seminole Indians since their emigration west of the Mississippi river.

FRANKLIN PIERCE.

Executive Office,
Washington, March 14, 1856.

Department of the Interior,
Washington, March 14, 1856.

To the President of the United States:

Sir: In obedience to the resolution of the House of Representatives of the 28th ultimo, requesting you "to lay before the House, if consistent with the public interest, such information as may be in possession of the Department of the Interior touching the cause of any difficulties that may have arisen between the Creek and Seminole Indians since their emigration west of the Mississippi, and whether any of the Seminole or other Indians have left the country assigned them; and if any, what number, and whether they have since been engaged in hostilities against the United States, together with the cause of such

hostilities;" I have the honor now to lay before you a communication from the Commissioner of Indian Affairs, containing all the information which has reached this department on the subject.

I have the honor to be, very respectfully, your obedient servant,

R. McCLELLAND,
Secretary.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, March 13, 1856.

SIR: I have to acknowledge the receipt, by reference, from you, of a resolution of the House of Representatives of the 28th ultimo, requesting the President to lay before the House such information as may be in the possession of the Department of the Interior, touching the cause of any difficulties that may have arisen between the Creek and Seminole Indians since their emigration west of the Mississippi; and whether any of them have left the country assigned them; what number, and whether they have since been engaged in hostilities against the United States; and in compliance with your direction to furnish the information called for, have the honor to report:

That complaints have frequently been received at this office from the Seminoles in regard to the relation which they sustain towards the Creeks—a relation entered into, as they allege, through ignorance upon their part when the treaty was concluded between the Creeks, the United States, and themselves; and that their brethren in Florida can never be induced to remove until they are assured that the Seminoles have a country exclusively their own, independent of the Creek government and its laws; and that there is no hope of improvement in their tribe until there is an adjustment of the difficulties and removal of the discontent existing by reason of their connexion with the Creeks.

It has been reported to this office that parties of Seminoles have, from time to time, passed from their present country into Mexico, but in what numbers I have never been accurately informed; and I have understood that these parties have sometimes crossed the Rio Grande for the purpose of committing depredations, but have never ascertained that they were engaged in actual hostilities against the government of the United States.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

Hon. R. McCLELLAND,
Secretary of the Interior.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 59.

MINNESOTA—LEGISLATIVE EXPENSES.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

RECOMMENDING

An additional appropriation for the legislative expenses of the Territory of Minnesota.

March 18, 1856.—Referred to the Committee of Ways and Means, and ordered to be printed.

TREASURY DEPARTMENT,
March 17, 1856.

SIR: In consequence of the large increase of members to the legislature of Minnesota, made by that body at its session in 1855, in pursuance of the authority vested in it by the fourth section of the act of Congress organizing the Territory, and the consequent addition to the legislative expenses, there is a deficit in the appropriation for per diem, mileage, and incidental expenses of the legislature; and I respectfully recommend an appropriation by Congress of six thousand dollars to meet the expenses of the present fiscal year, and the same amount for those of the year ending June 30, 1857.

Very respectfully, your obedient servant,

JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. BANKS, Jr.,
Speaker of the House of Representatives.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 60.

NEW MEXICO.—CONTINGENT EXPENSES OF THE EXECUTIVE OFFICE.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

RECOMMENDING

An increase of appropriation for contingent expenses of the Governor of New Mexico.

MARCH 18, 1856.—Referred to the Committee of Ways and Means, and ordered to be printed.

TREASURY DEPARTMENT,
March 17, 1856.

SIR: I have the honor to enclose a copy of a letter from the Comptroller of the Treasury, representing the necessity of an additional appropriation of $500 for the contingent expenses of the governor of New Mexico, for each of the years ending 30th June, 1856 and 1857, to enable the governor to continue to employ an interpreter. An appropriation of $500 was made for this purpose for the last year; and for this reason, as well as because the service is evidently required, I respectfully recommend the like appropriation for the years named.

I am, very respectfully,
JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. BANKS, JR.,
Speaker of the House of Representatives.

TREASURY DEPARTMENT,
Comptroller's Office, March 12, 1856.

SIR: Herewith I respectfully enclose two letters to me from his excellency D. Meriwether, governor of New Mexico—one dated at Washington, D. C., December 20, 1855; the other dated at Louisville, Kentucky, February 13, 1856—on the subject of an increase of the appropriation for the contingent expenses of the executive office.

The estimates, in accordance with the construction given the organic act in this particular, have been made yearly at the rate of $1,000 for each fiscal *year; and the* appropriation made for the

service of each fiscal year has been $1,000, except for the year 1854-55, when $1,500 were appropriated, as follows: "For contingent expenses of said Territory, including the compensation of the person employed by the governor as a translator, fifteen hundred dollars." (See Session Laws, 1st Sess. 33d Congress, page 556.)

The governor desires that $500 may be appropriated as a deficiency to meet the necessary expenditures for the fiscal year ending June 30, 1856; and that $1,500 may be appropriated for the service of the fiscal year 1856-57.

It is my opinion, considering the nature of the service required in New Mexico, that an appropriation of at least $1,500 for the contingent expenses should be made for each fiscal year, so long as the present form of government shall continue. It is impossible for a governor in New Mexico to transact his official duties without the aid of a person capable to act as a translator and interpreter, and a yearly appropriation of $1,000 is inadequate to pay such person and the other necessary contingent expenses of his office.

Most sincerely, yours,

ELISHA WHITTLESEY,
Comptroller.

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

34th CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 61.

TIMES AT WHICH THE SEVERAL TERRITORIES WERE ORGANIZED, &c.

LETTER

FROM

THE SECRETARY OF STATE,

TRANSMITTING

Information as to the time when the several Territories were organized, the length of their Territorial existence, &c.

MARCH 24, 1856.—Referred to the Committee on Territories, and ordered to be printed.

To the House of Representatives:

The Secretary of State, in compliance with the resolution of the House of Representatives, adopted February 28, 1856, calling for information in respect to "the times at which the several Territories were organized; the length of time their Territorial existence continued; the amounts appropriated to each for legislative, executive, and judicial purposes, for the erection of public buildings and the construction of roads in each of said Territories prior to their admission as States; and also the same information in regard to each of the Territories of Minnesota, Oregon, Washington, Utah, New Mexico, Kansas, and Nebraska," respectfully reports the accompanying tabular statement containing the information called for by such resolution.

W. L. MARCY.

DEPARTMENT OF STATE,
Washington, March 19, 1856.

Tabular statement of appropriations for the several Territories, for purposes of Territorial government, the erection of public buildings, and construction of roads.

Territorial designations.	Organized by act of Congress.	Authorized to form State government.	Length of time of Territorial existence.	Admitted as States.	Appropriations, executive, legislative, & judicial.	For erection of public buildings.	For construction of roads.
Northwest of the Ohio	July 13, 1787 / Aug. 7, 1789	April 30, 1802	From July 13, 1787, to Nov. 29, 1802	Ohio	$66,000 00	.....	.....
South of the river Ohio	May 26, 1790	June 1, 1796	From May 26, 1790, to June 1, 1796	Tennessee	22,000 00	.....	.....
Mississippi	April 7, 1798	Dec. 10, 1817	From April 7, 1798, to Dec. 10, 1817	Mississippi	148,399 83	.....	$10,000 00
Indiana	May 7, 1800	April 19, 1816	From July 4, 1800, to Dec. 11, 1816	Indiana	117,750 00	.....	6,000 00
Orleans	March 26, 1804	Feb. 20, 1811	From March 26, 1804, to April 8, 1812	Louisiana	152,298 00	.....	6,400 00
Michigan	Jan. 11, 1805	Jan. 26, 1837	From Jan. 11, 1805, to Jan. 26, 1837	Michigan	352,703 59	.....	235,500 00
Louisiana or Missouri	March 3, 1805	March 6, 1820	From March 3, 1805, to March 2, 1821	Missouri	113,700 00	.....	.....
Illinois	Feb. 3, 1809	Dec. 3, 1818	From March 1, 1809, to Dec. 3, 1818	Illinois	69,500 00	.....	8,000 00
Alabama	March 3, 1817	March 2, 1819	From March 3, 1817, to Dec. 14, 1819	Alabama	14,433 00	.....	10,000 00
Arkansas	March 2, 1819	June 15, 1836	From March 2, 1819, to June 15, 1836	Arkansas	303,159 46	.....	344,065 00
Florida	March 30, 1823	March 3, 1845	From March 30, 1823, to March 3, 1845	Florida	665,436 55	$20,000 00	172,613 00
Wisconsin	April 20, 1836	Aug. 6, 1846	From July 3, 1836, to May 29, 1848	Wisconsin	347,473 09	40,000 00	72,000 00
Iowa	June 12, 1838	March 3, 1845	From June 12, 1838, to March 3, 1845	Iowa	284,908 00	15,000 00	60,500 00
Oregon	Aug. 14, 1848	.....	.....	.....	249,582 69	112,000 00	90,000 00
Minnesota	March 3, 1849	.....	.....	.....	204,650 00	76,500 00	150,000 00
Utah	Sept. 9, 1850	.....	.....	.....	199,159 16	53,000 00	25,000 00
New Mexico	Sept. 9, 1850	.....	.....	.....	203,395 00	40,000 00	32,000 00
Washington	March 2, 1853	.....	.....	.....	76,500 00	5,000 00	55,000 00
Kansas	May 30, 1854	.....	.....	.....	70,200 00	25,000 00	100,000 00
Nebraska	May 30, 1854	.....	.....	.....	72,125 00	50,000 00	80,000 00

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 62.

ESTIMATE FOR COMPENSATION OF JUDGE OF CIRCUIT COURT, CALIFORNIA.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING

An estimate for the salary of the judge of the circuit court of California.

MARCH 24, 1856.—Referred to the Committee of Ways and Means, and ordered to be printed.

TREASURY DEPARTMENT,
March 20, 1856.

SIR: I have the honor to enclose a copy of a letter of the Register of the Treasury, showing that there was an omission to include, in the estimates for the present and next fiscal years, an item for the compensation of the judge of the circuit court in California, and I therefore now respectfully recommend appropriations for that object, as follows:

For the year ending June 30, 1856	$1,487 50
For the year ending June 30, 1857	4,500 00

I am, very respectfully,

JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. BANKS, Jr.,
Speaker of the House of Representatives.

TREASURY DEPARTMENT,
Register's Office, March 20, 1856.

SIR: It appears that no estimate has been made for the salary of the judge of the circuit court in California. The office was created at the last session of Congress, and the sum of four thousand five hundred dollars ($4,500) was appropriated, payable from the date of ap-

pointment, which was on 3d March, 1855. Before the last estimates were commenced, a memorandum was made of this item, but was overlooked at the proper time. I have the honor, therefore, to request that you will furnish the Committee of Ways and Means with the following items to be included in the appropriation bills for the present and next fiscal years, viz:

For salary of the judge of the circuit court in California, from 3d March to 30th June, 1856, per act of March 2, 1855, 2d session 33d Congress, section 7, page 632 ..... $1,487 50

For salary of same for the next fiscal year..... 4,500 00

I am, very respectfully, your obedient servant,

F. BIGGER,
Register.

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 63.

GRADUATION LAW—ITS EXECUTION.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

A report from the Commissioner of the General Land Office on the subject of the execution of the graduation law.

MARCH 24, 1856.—Referred to the Committee on Public Lands, and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
March 18, 1856.

SIR: I have the honor, in reply to the resolution of the House of Representatives of the 11th instant, calling for a report as to "what measures have been taken to execute the provisions of the 'act to graduate and reduce the price of the public lands to actual settlers and cultivators,' approved August 4, 1854, and what further legislation, if any, is necessary to secure the objects and fully carry out the provisions of said act," to enclose herewith a reply from the Commissioner of the General Land Office, dated the 13th instant, to a letter submitting to him a copy of said resolution.

As the time for a compliance with the spirit of the law is left indefinite, the only plan to separate the speculative entries from those made by bona-fide claimants was to require the exhibition within a reasonable period, of some acts on the part of the purchaser, tending to evidence his declared intention to settle upon and cultivate the land entered; and it appeared not to be unreasonable, in cases where the land was furnished at a reduced price, and because of such proposed settlement and cultivation thereof, that some fixed period should be prescribed, bearing some relation to that which the laws in relation to pre-emptions exacted of those who, in addition to the full price of the land, were required to furnish proof of settlement, &c., *before* they were allowed to enter it.

My own opinion is, that it would be well for Congress to fix a limit by law, within which the fact of settlement and cultivation should be shown, where it has not already been done, not only with regard to those entries which have been made, but as to those which may here-

after be made; and that the limit should be not less than a year. Many of the claimants are no doubt poor, and perhaps cannot obtain the necessary means to make the settlement designed in a short time after entry. That period of time would seem to be ample; and, as ordinary pre-emptors on land subject to private entry are allowed a year after settlement to make payment for their lands, no objection could reasonably be made to the allowance to those who have already made or who should hereafter make immediate payment, the like period within which to consummate the settlement and cultivation intended when the land was purchased, and which formed the basis of its legal allowance.

Such a course, too, whilst liberal to the real settlers—to those who had a bona-fide intention under the law—would effectually exclude all those purchasers who made the mere letter of the act subservient to their speculative ends.

With much respect, your obedient servant,

R. McCLELLAND, *Secretary.*

Hon. N. P. BANKS, Jr.,
Speaker of the House of Representatives.

GENERAL LAND OFFICE, *March* 13, 1856.

SIR: I have the honor to acknowledge the receipt of your letter of the 12th instant, enclosing a copy of the resolution of the House of Representatives, adopted on the 11th instant, by which the Secretary of the Interior is called upon to report "what measures have been taken to execute the provisions of the 'act to graduate and reduce the price of the public lands to actual settlers and cultivators,' approved August 4, 1854, and what further legislation, if any, is necessary to secure the objects and fully carry out the provisions of said act."

I have, therefore, to report that instructions (copy herewith) have been addressed by this office to the registers and receivers, requiring them to make a call upon persons who have made entries for "settlement and cultivation" under said act, to produce proof within two months from the date of notice to them, showing that settlement and cultivation have actually been made, and notifying them that a default of such showing will be treated as an abandonment of the claim.

This office has, however, reserved the right to extend the time in all cases where affidavits may be produced that the entries were made in good faith—that the purchasers have been prevented by fortuitous circumstances from perfecting the same—and specifying the further time, in reasonable limits, within which proof of their rights will be furnished. In all cases of this class, it is proposed to extend the period, at the demand of the parties, for the production of the requisite proof, and thus afford ample opportunity for the consummation of every bona-fide entry under said act.

It is submitted that the only further legislation that would seem expedient is to *fix by law* the period within which the proof shall be produced, declaring in the statute that a non-compliance within that

eriod shall be a forfeiture; unless, indeed, it shall be the pleasure ongress to dispense with the requisition of proof altogether, and th n enactment would be necessary to that effect, so as to warrant th ffice in carrying such entries into patent without further requiremen

Most respectfully, your obedient servant,

THOS. A. HENDRICKS,
Commissioner.

Hon. R. McCLELLAND,
Secretary of the Interior.

[Circular.]

GENERAL LAND OFFICE, *January* 23, 1856.

GENTLEMEN: The sales of public lands for "settlement and cultivation," under the act of 4th August, 1854, "to graduate and reduce the price of the public lands to actual settlers and cultivators," have been very heavy in most of the land districts; and the certificates of purchase have accumulated on the files of this office to such an extent as to render it necessary for definite action to be taken to place such entries as may be valid in a condition for patenting, and cancelling those which may have been made in contravention of the law.

Before patents can be issued for this class of entries, it will be incumbent on the purchasers, in every instance, to produce a *sworn declaration*, with *corroborative testimony*, showing that the "actual settlement and cultivation," for which purposes the land was entered, have been made; and to this end numerical lists of the certificates of urchase issued at your office for this class of sales will be forwarded o you from time to time, upon the receipt of which you will proceed mediately to notify the purchasers, in each case, to produce the tesmony required to perfect their respective entries.

Herewith are printed copies of the *notices* to be given, and the form sworn declaration and corroborative testimony required to be proed. You will take care to keep a proper record of the dates of the ices to each purchaser, so that at the period of limitation you may ble to report to this office any failure to comply with the require- t within the period stipulated. In all cases of compliance you transmit the papers to this office as speedily as practicable.

he postage on letters written by you to individuals, under instruc- of this office, must be paid; otherwise their transmission is in- cted by the postal act of 3d March, 1855.

e receiver, as disbursing agent, will therefore pay the postage such letters; and at the end of the quarter he will transmit a d account of the same, certified by the postmaster and verified r affidavits, as vouchers to his quarterly disbursing account, in the same may be debited.

Very respectfully, your obedient servant,

THOS. A. HENDRICKS,
Commissioner.

TER and RECEIVER *at* ———.

LAND OFFICE AT ———, ———, 185–.

SIR: Under instructions from the Commissioner of the General Land Office, you are hereby called upon to produce testimony to perfect your title to the land entered by you on the ——— day of ———, 185–, at this office, per certificate of purchase No. ——, for "actual settlement and cultivation," under the provisions of the act of Congress, entitled "An act to graduate and reduce the price of the public lands to actual settlers and cultivators," approved August 4, 1854. A form of the required testimony is hereto annexed.

If such testimony be not produced at this office within two months from this date, it will be regarded as an abandonment of your claim to the land, and the case will be reported to the General Land Office, in order that steps may be taken for throwing the land into market again after proper notice.

Very respectfully, your obedient servants,

——— ———, *Register.*
——— ———, *Receiver.*

SWORN DECLARATION AND CORROBORATING AFFIDAVIT TO PERFECT TITLES TO LANDS ENTERED FOR ACTUAL SETTLEMENT AND CULTIVATION UNDER THE GRADUATION ACT OF AUGUST 4, 1854.

Declaration.

COUNTY OF ———, STATE OF ———, *ss.*

On this ——— day of ———, 185–, personally appeared before me, the undersigned, ——— ——— for the county and State aforesaid, ——— ———, who, being duly sworn by me according to law, deposes and says, in relation to the land entered by him on the ——— day of ———, 185–, per certificate of purchase No. ——, that the same was for his own use and for the purpose of actual settlement and cultivation under the provisions of the act of Congress of 4th August, 1854, "to graduate and reduce the price of the public lands to actual settlers and cultivators;" that he is at this time in the occupancy of said land, and has been residing thereon since the ——— day of ———, 185–; that* ———————————; that he has made or entered into no contract or agreement, either directly or indirectly, for the sale or transfer of said land; and that he was twenty-one years of age at the time he entered the same.

——— ———.

Sworn to and subscribed before me, on the day and year first above written.

——— ———.

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* Here give a full description of the improvements on the land, stating the number of acres in cultivation.

Corroborating affidavit.

COUNTY OF ———, STATE OF ———, *ss.*

Before me, ——— ———, personally appeared ——— ———, who, being duly sworn, according to law, deposes and says, that he is well acquainted with ——— ———, who subscribed the foregoing declaration, and knows him to be the identical person who entered the land described therein, and that he is now and has been residing on said land since the ——— day of ———, 185–; and that his statement in regard to the improvements on the land he well knows from personal observation to be true.

——— ———.

Sworn to and subscribed before me, this ——— day of ———, 185–.

——— ———.

NOTE.—It is not indispensable that the foregoing affidavits should be made before the land officers. Where that cannot be conveniently done, it may be made before any officer authorized to administer oaths; and in that case his official character must be certified under seal.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 64.

FORTS AND FORTIFICATIONS.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

Reports in regard to the condition of the fortifications of the United States.

March 24, 1856.—Referred to the Committee on Military Affairs, and ordered to be printed.

WAR DEPARTMENT,
Washington, March 20, 1856.

SIR: I have the honor to transmit herewith reports from the Adjutant General, the Chief Engineer, and the Colonel of Ordnance, prepared in compliance with a resolution of the House of Representatives of the 10th instant, requesting the Secretary of War to furnish information "as to the present condition of the fortification on 'Throg's Neck,' Westchester county, New York, and known as 'Fort Schuyler;' also whether or not said fort is mounted with suitable cannon, and is in a condition to be properly defended; also whether or not the forts and fortifications of the country generally are in such condition as to completion, armament, and defensive efficiency, as to be reasonably secure against attacks by sea or land; also, whether said forts, &c., are garrisoned, and, if so, by what number of troops; also what steps may be necessary (if any) to place these forts and fortifications in a proper condition to repel aggression."

Very respectfully, your obedient servant,

JEFFERSON DAVIS,
Secretary of War.

Hon. N. P. BANKS, JR.,
Speaker of the House of Representatives.

ADJUTANT GENERAL'S OFFICE,
Washington, March 13, 1856.

SIR: In compliance with your instructions, I have the honor to submit a statement showing such of the fortifications of the United States

as are garrisoned at the present time, and the strength of their respective garrisons; the same being called for by the resolution of the House of Representatives, dated the 10th instant.

I am, sir, very respectfully, your obedient servant,

S. COOPER,
Adjutant General.

Hon. JEFFERSON DAVIS,
Secretary of War.

Statement showing such of the forts and fortifications of the United States as are garrisoned at the present time, and the number of troops composing their respective garrisons.

Designation of the work.	Where situated.	Number of troops composing the garrison.
Fort Independence	Boston harbor, Massachusetts	118
Fort Ontario	Oswego, New York	59
Fort Columbus	New York harbor, New York	345
Fort Hamilton	..... do ..... do	139
Fort McHenry	Baltimore, Maryland	165
Fort Monroe	Old Point Comfort, Virginia	137
Fort Moultrie	Charleston, South Carolina	119
Fort Pickens	Pensacola, Florida	69
Fort Taylor	Key West, Florida	102

S. COOPER, *Adjutant General.*

ADJUTANT GENERAL'S OFFICE,
Washington, March 13, 1856.

ENGINEER DEPARTMENT,
Washington, March 14, 1856.

SIR: I have the honor to acknowledge the reference to this office of the resolution of the House of Representatives of the 10th instant, *calling for information as to the condition of the fortifications on Throg's Neck, and of the country generally*, and proceed to report on the same so far as this department's operations are concerned.

Fort Schuyler, on Throg's Neck.—This fort, not quite finished, will be completed, it is thought, with the additional grant contained in the fortification bill that passed the Senate some days ago and is now before the House. The fort is, notwithstanding, in a state admitting of good defence, and is of formidable efficiency so far as the works themselves are concerned. With the requisite means, it may, in a

short time, be put in a state of *full* efficiency as regards the preparations to be made under the Engineer department.

The condition "of the forts and fortifications of the country generally," as to their security "against attacks by sea or land," may, perhaps, be most clearly exposed by dividing them into classes.

1. *Finished fortifications.*—In all the important harbors of the coast there are now finished forts, requiring nothing for their individual efficiency or defence, except in some cases the substitution for the old gun platforms, of new ones calculated for heavier calibres. Some of these need small expenditures for preservation, or repair, or enlarged accommodation for troops.

2. *Fortifications nearly finished, and now to a certain degree efficient.*—There are a number of works in this condition, at important points, which, with grants soon expected from Congress, can be put speedily in a state to do important service, and to render stout resistance. The time will vary somewhat with their different states of advancement, but will depend greatly on the time when the grant is made and on its amount.

3. *Fortifications less advanced and not now efficient, or only to a slight degree.*—There are a few important works in this condition, which, however, by the help of the appropriations which they now await, may, within a year—some of them in less time—be brought to a state of formidable though not complete efficiency.

4. *Two or three works, scarcely begun,* can hardly contribute much to defence within that time; but even with these, under a great necessity, with ample means, and with the help of temporary expedients, not a little might be effected.

Some of our last year's appropriations are exhausted, others greatly reduced; and it is of prime importance to the continuity and activity of our operations, that we should know, as soon as possible, what we may count upon for the next year. Work of important character is now awaiting the action of the House of Representatives upon an annual appropriation bill, and it is very desirable that we should be able to avail ourselves of the opening season.

The resolution has been forwarded to the Ordnance department.

I have the honor to be, very respectfully, sir, your obedient servant,

JOS. G. TOTTEN,
Brevet Brig. Gen. and Col. Eng.

Hon. JEFFERSON DAVIS,
Secretary of War.

ORDNANCE OFFICE,
Washington, March 15, 1856.

SIR: In answer to so much of the resolution of the House of Representatives of the 10th instant as relates to the armament of Fort Schuyler in particular, and of the forts and fortifications of the country generally, I have the honor to report:

The complete armament which Fort Schuyler, when finished, is intended to mount, consists of:

48	8-inch columbiads;	in casemates.
52	42-pounder guns;	
46	24-pounder flank howitzers;	
3	10-inch columbiads;	in barbette.
23	8-inch columbiads;	
44	8-inch seacoast howitzers;	
16	32-pounder guns;	
7	24-pounder guns;	
10	12-pounder guns;	
4	10-inch siege mortars;	
4	8-inch siege mortars;	
2	stone mortars;	
12	cohorns;	
6	8-inch siege howitzers;	
4	6-pounder field guns;	
2	12-pounder field howitzers;	
283	total pieces.	

There are now at the fort:

30	8-inch columbiad carriages;	for casemate guns.
18	42-pounder carriages;	
48	32-pounder carriages;	
8	8-inch columbiad carriages;	for barbette guns.
20	24-pounder carriages;	
4	18-pounder carriages;	
6	12-pounder carriages;	
134	total carriages.	

The only guns at Fort Schuyler are 25 32-pounder guns suitable either for casemate or barbette; but there are guns at the arsenal on Governor's island, in New York harbor, enough to make up the whole armament which this fort can mount, excepting 31 of the columbiads, 15 of the 42-pounders, the 46 flank howitzers, 27 of the 8-inch seacoast howitzers, 6 of the siege mortars, the 2 stone mortars, and the 12 cohorns. Of the whole armament (283 pieces of ordnance) of Fort Schuyler, there are now available, counting that at the fort and that at the arsenal on Governor's island, 144 pieces—more than one-half. The fort is not now mounted with suitable cannon, but in a short time it could be supplied with 144 available pieces of such description as it is calculated to mount, of which 130 are heavy guns, or as many of them as it is ready to receive; and with that amount, it would be in a fair condition for defence. It is proper to remark, however, that to place so many guns in position at Fort Schuyler would give to that fort more than its due proportion, in respect to the other forts, of the whole armament now at our command.

The armament of the fortifications of the country generally was revised and arranged in detail by a board of officers in November, 1854;

and by the report of that board, the entire armament which all the forts then authorized were designed to mount when completed, consisted of—

	Pieces of artillery for casemates.	Pieces of artillery for barbette.	Howitzers for flank defence.	Field and siege pieces & mortars.	Total.
	1,688	3,588	655	548	6,459
Of which they were reported on the 23d of January last to be ready for	822	2,284	323	363	3,792
Of these there are now at all the forts, with suitable carriages for each piece	651	920	131	110	1,812
There are at the arsenals, with suitable carriages	347	952	122	255	1,676
Total pieces at the forts and arsenals, with carriages	998	1,872	253	365	3,488
There are also at the forts and arsenals, without carriages	.....	615	71	.....	686
Total pieces at the forts and arsenals, with and without carriages	998	2,487	324	365	4,174
Pieces deficient for the entire armament of the forts	690	1,101	311	183	2,285
Carriages deficient for the entire armament of the forts	690	1,716	382	183	2,971

From this tabular statement it will be seen that the pieces of artillery on hand are in excess of what the forts are ready for. So also are the carriages for casemates and for siege and field pieces; but the barbette carriages ready constructed are less by 412, and those for flank howitzers by 70: these carriages, however, could soon be made. The deficiency for the entire armament which all the forts authorized in 1854 are designed to mount when completed is now 2,285 pieces of artillery and 2,971 carriages.

The ammunition and projectiles at the forts are also deficient, and there are not enough at the arsenals to supply them in proper quantities. I estimate that to furnish each piece with one hundred rounds of ammunition will require, in addition to the supplies on hand, about 46,500 barrels of cannon powder, and 256,000 projectiles of different kinds and calibers, the cost of which would be about two millions of dollars. The cost of the deficient guns and carriages, with their implements and equipments, would be about three millions of dollars.

From the foregoing statement, it will be seen that the fortifications of the country are not in such condition, as regards their armament and supplies of ammunition, as to be secure against attacks. This results from the want of proper means to make more rapid progress in preparing the armament and procuring supplies; the plan heretofore

pursued for this object having been to provide them gradually by small annual appropriations. This plan will surely effect the purpose in time, but, with no more means than have been ordinarily appropriated, it will require forty years to do so. The proper measures to be taken to place the forts, as respects their armament, in proper condition to repel attacks, are: to appropriate liberally for the armament of fortifications; for the purchase of powder; for increasing the capacity of the arsenals for storing gun-carriage timber, and for fabricating gun-carriages, implements, and equipments; and also to establish a national armory for the manufacture of cannon and projectiles.

There is another measure which should be adopted for the preservation of the armament, and without which it will, if sent to the forts, soon become unserviceable—that is, the erection at each fort of a sufficient store-house for the gun-carriages it will require for its armament, with their implements and equipments, to be used solely for that purpose. Most of our forts will be usually without garrisons, and at such the armament cannot receive the constant care and attention requisite for its preservation, if mounted. Carriages and implements, unless properly stored and protected from the effects of weather and of the dampness of casemates, will soon warp, or moulder and decay, and will be found unserviceable when a necessity arises for their use. Besides the disastrous consequences that may thus result, the erection of proper houses for storing and preserving the carriages, requiring, as they do, considerable time and a large outlay for their construction, will be a measure of economy.

Very respectfully, your obedient servant,

A. K. CRAIG,
Colonel of Ordnance.

Hon. JEFFERSON DAVIS,
Secretary of War.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 65.

INDIANS ON THE UPPER MISSOURI.

MESSAGE

FROM

THE PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A report in regard to the expedition among the Indians on the Upper Missouri.

March 24, 1856.—Referred to the Committee on Indian Affairs and ordered to be printed.

Executive Office,
Washington, March 24, 1856.

I herewith transmit to the House of Representatives, in obedience to their resolution of the 17th instant, a communication from the Secretary of the Interior, accompanied by a copy of the report of Superintendent Cumming, in regard to his late expedition among the tribes of Indians on the Upper Missouri.

FRANKLIN PIERCE.

Hon. Nathaniel P. Banks,
Speaker of the House of Representatives.

Department of the Interior,
Washington, March 21, 1856.

Sir: In compliance with your directions, I have the honor to submit to you, herewith, a copy of the report of Superintendent Cumming, in regard to his late expedition among the tribes of Indians on the Upper Missouri, called for by the resolution of the House of Representatives of the 17th instant.

I am, sir, with much respect, your obedient servant,

R. McCLELLAND,
Secretary.

To the President of the United States.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
St. Louis, February 15, 1856.

SIR: I have the honor herewith to transmit a report of my expedition to the Blackfeet country, as one of the commissioners under your instructions, for the purpose of holding a council with the Blackfeet Indians, and other tribes residing near the headwaters of the Missouri.

Very respectfully, I am, sir, your obedient servant,
A. CUMMING,
Superintendent Indian Affairs.

Hon. GEORGE W. MANYPENNY,
Commissoner of Indian Affairs.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
St. Louis, February 14, 1856.

SIR: I have the honor to report to you, that, on the 24th and 28th of May last I turned over to agents Whitfield and Twiss the annuity goods for the Arkansas and Platte agencies, and furnished those gentlemen with instructions to govern them in the performance of the delicate official duties which devolved upon them, at a time when many of the bands were suspected of disaffection, and the army engaged in active military operations; that service was performed, I trust, to the satisfaction of the department, and by which, no doubt, much suffering among the tribes was averted.

On the 6th of June, I embarked on the steamer "St. Mary," with the annuity goods destined for the various tribes of the Upper Missouri agency, and the merchandise intended for presents to the tribes inhabiting the country on and near the headwaters of the Missouri river, who were expected to assemble in a general council at Fort Benton, near the falls. I was accompanied by Agents Vaughan and Hatch, and the gentlemen employed by me as assistants.

On the 14th I saw many of the Ottoes and Missourias near the river, seemingly unwilling to abandon their old homes. I am gratified on being able to report that they have since gone to their reservation, where they will soon realize the advantages secured to them by the beneficent provisions of their late treaty.

The Pawnees, it will be remembered, by the treaty of October, 1833, ceded to the United States all their lands on the south side of the Platte. They were subsequently driven from the north side by the Sioux, since which time they have subsisted chiefly by depredations and the contributions (not always voluntary) bestowed on them by travellers on the thoroughfares which they infest. Apart from the question of policy, justice and humanity require that something should be done to better the condition of this depraved and wretched people. They are willing to cede their lands; and if it shall be determined to treat with them, I would recommend that they be finally settled

on the same reserve with the Ottoes and Missourias, or in its immediate vicinity.

The character of the lands selected as the Omaha reserve, at the Black Bird Hills, has not escaped observation, and efforts, I fear, have been made to create dissatisfaction in their minds concerning it. The location has been judiciously selected, and should not be changed. The land will be broken up on this and the Ottoe and Missouria reserve as early as possible this spring.

The Poncas, who speak the same language as the Omahas, cultivate extensively and successfully. They formerly enjoyed a good reputation, but, tempted to commit depredations and acts of violence on the Laramie route, they have recently become the most troublesome tribe on that frontier. They claim an extensive and valuable tract of country, which will soon be required for settlement; the valley of the L'eau que Cour constitutes not the least valuable part of it. If it be deemed expedient to treat with them, I would advise that they be placed at or near the Black Bird reserve; they would be re-united with the Omahas, and become one people in sympathy and interest, and thereby present an effectual resistance to the incursions of the Sioux. I would recommend the appointment of an additional agent for the Council Bluffs agency. The present agent should be transferred to the Ottoe and Missouria reserve, on the Big Blue; and the additional agent established at the Black Bird Hills, where he might supervise not only the Omahas, but the Poncas and Yancton Sioux. At Sergeant's Bluffs there are many returned voyageurs, who have selected this spot on which to live and rear their families—many of whom are half-breed Yanctons. They are desirous of permanently settling on the Yancton lands, below the Vermillion river.

On the 21st I arrived at the Yancton village, Derroway Bluffs, and took on board the chief and some of the principal men; the people went up to the other village by land; the name of this chief is "Smutty Bear." We passed the mouth of the L'eau que Cour in the evening, and the next morning arrived at the upper village, (now abandoned,) whose chief is "The Man Struck by the Ree." Both of these chiefs are men of intelligence, and singularly devoted to the interests of their respective bands; yet mutually jealous of the exercise of power by each other. The present seemed a good occasion to bring the two bands together and to reconcile the chiefs. I endeavored to impress upon them the necessity of acting in concert; they promised future friendship, and I placed a medal upon the breast of each of them in the presence of their people, and all parties seemed highly gratified. Agent Vaughan distributed their annuity, and the boat proceeded.

The country claimed by the Yancton Sioux extends from the mouth of the Big Sioux to a point on the Missouri river opposite Fort Pierre, with an indefinite extent northwardly. A portion of this country is a fertile tract sixty by fifteen miles, lying on the Missouri river between Dorion's Bluffs and the mouth of the Sioux; through it run the Vermillion and James rivers, and it is bounded by the Sioux and the Missouri. On the margin of all these rivers is an abundant growth of ash, oak, cotton-wood, and elm. The Yanctons have two villages on this tract—one at Dorion's Bluff, and the other ten miles below

the Vermillion. They evince the greatest desire to have the advantages of instruction in farming. With very little aid from the government they have made some progress in cultivating corn, pumpkins, beans, &c.—enough for their subsistence but for the pillages of the Santees, whose depredations extend to both sides of the Sioux, stealing horses, cattle, corn, and, indeed, everything that they esteem of any value. If they are not controlled in time by the government I fear that an indiscriminate punishment will be inflicted upon them by the indignant and injured people upon whom they trespass. The Yanctons are clearly entitled to protection, being industrious, honest, and desirous to live by the cultivation of the soil; and if nothing more be done for them, I recommend that they should be again allowed the benefits provided for in the 4th article of the treaty of 15th June, 1830.

A very large proportion of all the land above the L'eau que Cour, on both sides of the Missouri, as far up as the falls, will, in my opinion, be found utterly unfit for cultivation. The buffalo grass, however, is abundant, and its nutritious qualities render it exceedingly valuable for grazing. Upon many of the tributaries there are excellent sites for grazing farms where wood and water can be procured in abundance, but the unfrequency of rain, and the scantiness of wood, will preclude the possibility of establishing a large population in that region devoted to agricultural pursuits only. The Chien river valleys may be termed habitable; the head waters of this river cut the "Black Hills," and offer inducements to an early settlement in consequence of the fertility of these small valleys, and the extensive forests of pine, oak, elm, &c., of the largest size, which will be rafted to the Missouri river, a distance not exceeding 250 miles. Forty miles above Fort Pierre is the mouth of the Chien river. After the voyager passes the region of the L'eau que Cour, the character of both animal and vegetable life is changed; he no longer sees the raccoon, gray fox, possum, squirrel, turkey, painted grouse, or quail; and the honey bee has not extended his flight beyond the White river. The last sycamore is seen near Council Bluffs; the hickory and almost every variety of oak, except the pin oak, with many other familiar trees, are no longer to be seen. The mouth of the Sioux marks the limit of the region of coal and ledges of rock in place. The course of the Missouri is through several distinct tertiary basins, all of which contain wonderful specimens of extinct animal species hitherto undescribed, petrified and preserved in the chalk deposits of that region. That basin which embraces the great bend near Fort Clark, contains petrifactions of trees so numerous as to be almost entitled to the name of forests. Here is also found extensive deposits of lignite or brown coal, but which is quite worthless as an article of fuel.

On the 26th, the boat arrived at Fort Pierre; the Kettle band Sioux and a band of Yanctonees were there awaiting the arrival of the annuities; all the other Sioux bands of that region are said to be on a hunt on the head waters of the Chien and other tributaries of the Missouri. The Kettle band manifested great dissatisfaction at the sale of Fort Pierre to the United States, and much trepidation, lest their acceptance of their annuities might involve them in difficulty

with other tribes. I admonished them of the necessity of pursuing an entirely neutral course of conduct in the event that the war should extend to their country; I confirmed the authority of two principal chiefs and presented them with medals; the agent then distributed their annuity.

The Yanctonee band refused to give the usual receipt to the agent for the goods, alleging that one of their men had been killed the previous year because he had signed the papers; it was further alleged by them that the papers would be used as evidence of the sale of their country. The agent with great patience endeavored, but in vain, to remove the false impression from their minds, but not succeeding, ordered the goods to be returned to the boat; before they were put on board, however, they came down, expressed their regret at what had occurred, signed the receipts, and received their annuity.

The annuity goods intended for the Unc Papas, Sans Arcs, and Blackfeet Sioux, not having been delivered the former year to these bands, had been stored at Fort Pierre; they were now placed on board, consigned to Fort Clark, and the boat resumed her voyage.

The character of the navigation above Fort Pierre is materially changed in consequence of the absence of snags in the bends, which are very troublesome below Sergeant's Bluffs. Wood in many places is very scarce, hence we were compelled to burn drift wood, and some small cedar found near the summit of Lofty Bluffs. On the first of July, we saw a small band of antelope for the first time on the trip; passed the site of the old Arickera village, rendered famous as the spot occupied by them when attacked in 1823 by the troops under Colonel Leavenworth, who, after killing the principal chief, permitted them to escape, when they fled to the Pawnees, with whom they sojourned until 1837. The conduct of Colonel L. was much censured at the time; but the shape of the country plainly shows that it was an act of mercy on his part to the poor wretches, as he could easily have occupied a position which would have entirely cut off their retreat, and they must all have perished in their dirt lodges, or been slain in any effort to escape by land or water; they have ever since continued to live at peace with the whites. The occasional exhibition of the military strength of the government seems to be indispensably necessary to insure the respect of the Indians; but I believe that a magnanimous and merciful course is more productive of permanent benefit than wholesale and indiscriminate butchery.

At 10 o'clock, a. m., on the 2d, we were saluted by several volleys from the point of a wood near the "Bardash," fired by a body of Yanctonees, who, clad in their finest apparel, had left their village to greet us by the way; we were soon at the village of the "Little Soldier;" this chief has been placed at the head of a band who are determined not to permit any to settle among them who will not cultivate the soil. This village is not three years old; it is increasing in population; they cultivate small cornfields, and evince the greatest anxiety to be taught the art of farming; they begged me to entreat their Great Father to send them a good white man to live with them and show them how to plough; they are very anxious to have some cows, a yoke of oxen and some hogs; they believe that nearly all the

tribe would cultivate the earth if their Father would help them. With manifestations of pride, they exhibited a large plough with the yokes and chains, all kept in excellent order, waiting, they said, until their Father would send them oxen and a white man to show them how to work; they have very few hoes, and have been compelled to use the shoulder-blade of the buffalo as a substitute. In the centre of their village they have erected a tall pole, upon which they hope, at some future day, to have a bell and a flag; they importuned me to tell their Great Father of all their wants. This is an exceedingly industrious settlement, their dirt lodges are well built and commodious, and if cherished, it will doubtless be a prosperous village. "Little Soldier" is an active, intelligent and industrious man, who says that he does not think himself disgraced by hoeing corn. If this band is properly managed, I believe that the most beneficial consequences will result from it. At the time when I ascended the river nearly all the Yanctonees had gone north on their summer hunt. They claim all the country on the north side of the Missouri river, from Fort Pierre to Apple creek, and to an indefinite distance northwardly. They have long complained that the half-breeds of Red river hunt on their lands and destroy their buffalo, and, with much reason, object that the half-breeds are not satisfied with killing buffalo for their own subsistence, but carry away great quantities, which, as pemican, is sold beyond the territory. These half-breeds make two hunts annually, at which times the whole settlement is employed in killing and curing meat; they are an industrious, brave and honest people; governed by their religious instructors, they are disposed to lead a life of peace and exemplary piety, and are, as such, entitled to the protection of the government. Yet it is a subject of regret that no arrangements have been made to define the line between them and the Yanctonees, beyond which neither party should hunt. During the past season the Yanctonees attacked the half-breeds near Devil's Lake, and while some were engaged, others stole a large number of oxen, mules and horses; deprived of their horses, the half-breeds were unable to overtake the Yanctonees in their flight. Such is the statement made to me by the Yanctonees, who evidently considered it an act of just retribution. This valuable colony of half-breeds will be preserved, and much bloodshed prevented, by negotiating a treaty with the Yanctonees, by which the limits of their country will be definitely fixed. I therefore earnestly recommend the appointment of a commission to negotiate with the Yanctonees a treaty which shall define their boundaries, and at the same time secure to the half-breeds an abundance of land for cultivation and hunting grounds, upon which the Yanctonees shall not trespass. Existing circumstances suggest the propriety of an early attention to this subject.

The great difficulty attendant hitherto upon the communication between the settlements on Red river and a market has rendered the agricultural products of that country of little value, but should a treaty be made with the Yanctonees, as I have suggested, it might be stipulated that a permanent road should be established from the Red river settlements to a point at or near the Big Bend of the Missouri river. The mouth of Knife river (below White Earth) is believed to

be within twenty-five miles of the 49th parallel, where it empties into the Missouri, and the Red river settlements lie due east about 200 miles. It will probably be found more desirable to run that road from a point near Fort Berthold, and down the Mouse river valley, for the benefit of wood and water. I believe that a good road can be established from the Missouri to the Pembina new settlements, which will not exceed 200 miles. This will enable the colonists of the Red river to get their surplus products to a market by travelling by land 200 instead of 600 miles.

On the 5th of July we reached Fort Clark, and I was much disappointed in not finding the two messengers whom I had dispatched on the 26th of June from Fort Pierre to the camp of the Unc Papas, Sans Arcs, and Blackfeet Sioux, inviting them to meet me at Fort Clark. Some dissatisfaction existed in the minds of these bands, and I was desirous of talking with them and learning the cause thereof; the messengers had not returned, and I could gain no information in relation to these bands.

At Fort Clark is the village of the Arickarees, who are a band of the Pawnees, identical in manners and language; they are a sprightly intelligent people, but have the reputation of being great thieves; their morals, I fear, are at a very low ebb; they cultivate corn very extensively, and sell annually several thousand bushels of surplus stock; they have been very peaceable ever since their return from the Pawnees; herds of buffalo and elk are found near their village; hence they have abundant means of subsistence. The village which they now occupy is composed of dirt lodges, and was built by the Mandans, but finding it unoccupied, in 1837, they took possession, and have ever since retained it without molestation. During that year the Mandans were reduced to a number not exceeding thirty individuals by the small-pox. That appalling disease displayed itself on board the steamboat laden with the annual outfit of the American Fur Company; as the boat proceeded on her voyage, the disease was disseminated, and as the infection spread every Indian camp; from the Big Bend of the Missouri to the waters of the Columbia and Puget's Sound was a scene of utter despair. To save their families from the tortures of that loathsome disease fathers slew their children, and in many instances inflicted death upon themselves with the same bloody knife. Maddened by their fears, they rushed into the water for relief, and many perished by their own hands, gibbetted on the trees which surrounded their lodges.

Having finished the distribution of the annuity goods among the Rees we examined their cornfields and conversed for a short time with their principal chiefs; this done we pushed on to the Mandan village, a few miles above. The Mandans, now an inconsiderable band, like the Rees, live in dirt lodges, and cultivate large crops of corn; but, unlike them in moral habits, they enjoy an untarnished reputation and a character for integrity far above the ordinary Indian standard. Devoid of many of the vicious propensities so common with savages, their employments and amusements all seem to be of a respectable character. There is no tribal affiliation between the Mandans and any of their neighbors; neither has their language any

kindred dialect, and although difficult to acquire, is said to be exceedingly copious. Their traditions refer to a former residence far down the river; and perhaps the ruins of old villages constructed like theirs may mark their temporary abodes in their long journey from the Platte to Knife river; they retain a tradition of a deluge, by which the seed of corn was lost, but which was afterwards restored to their ancestors in a miraculous way.

After conversing with the principal men the annuities were distributed. Their respectable and almost polished deportment attracted our attention and quite won our esteem, and we departed from the village with a feeling of regret.

The Gros Ventres of the Missouri, or, as they call themselves, the Mannatures, are a branch of the Crow nation, which is evidenced by their habits and language; their village is at Fort Berthold; they are a fine looking, intelligent, and cheerful people, and successful corn planters. The Gros Ventres, Mandans, and Arickarees, though each a distinct tribe, and differing from the Sioux in almost every feature of character, yet are alike in the manner of exposing the dead upon scaffolds, and in their construction of dirt lodges. These lodges they only occupy from the time they put in their crops until they are harvested; they all use circular bull boats, built in the same manner. After a long conference with the chiefs, during which, like all the other small tribes, they complained of the encroachments of the Sioux, whom seem to be objects of general detestation amongst them, Agent Vaughan distributed their annuities, and we proceeded on our voyage.

Our ascent of the river was now under lofty and dreary bluffs, without a speck of vegetation to enliven the scene, from their base to the summits of the Sand Buttes, by which they are surmounted; and we experienced the sensation of being enclosed by the walls of some mighty prison; but when we came to what is called the "Mauvaise Terre," we found this region to exceed in barren desolation any we had yet seen; immense masses of lignite blacken the face of the hills, whose summits are reddened by internal heat—forests of petrified trees—the knowledge of whose species is only known by their ghastly remains; hills riven by some mighty convulsion, and crumbling to their base, present a frightful picture of loneliness and desolation.

On the eighth we passed the mouth of White Earth river; herds of deer, elk, antelope, and buffalo, now became abundant, followed by bands of large white wolves. On the eleventh we passed the mouth of the Yellow Stone river, and at night landed on the right bank of the Missouri, opposite Fort Union, where the "St. Mary" discharged her cargo.

There was an implied understanding with the owners of the boat that the "St. Mary" should prosecute the voyage as far beyond the Yellow Stone river as practicable; yet the letter of the contract specified Fort Union as the point of delivery; availing himself of its letter, the agent of the boat discharged the cargo, to be transported to Fort Benton in Mackinac boats, assigning as a reason the low stage of the water. As this was in accordance with the letter of the contract I had nothing to say, and made patience a virtue of necessity. My subsequent examination of the river satisfied me that the boat could

easily have proceeded to the mouth of the Muscle Shell river, if not further. Arrangements were immediately commenced to ship the the goods on board of two Mackinac boats. At length, on the 17th of July, all the necessary preparations having been made, the men were placed on the cordells, and the Mackinacs left Fort Union for Fort Benton, a distance of seven hundred miles.

We found five hundred lodges of Assinaboins on the plain, near Fort Union; they had begun to assemble on the 11th; they are a gay and joyous people, passionately fond of music and dancing, in both of which accomplishments they far excel any other Indians ever seen by me. They are a brave, intelligent, good looking people, armed chiefly with bows and arrows; they have not many horses, but their camp was supposed to contain at least five thousand dogs. These dogs are of the large Esquimaux breed, with erect and pointed ears, and are covered with long silky hair; as the Assinaboins have, as before stated, few horses, their dogs are made to perform the most essential service as beasts of burden, hauling lodge poles, skins, kettles, meat, and babies. The latter are usually made up into neat packages, with an envelope of wolf-skin, and strapped on to a net work of raw hide, which answers the double purpose of uniting the shafts of the train, and furnishing a convenient arrangement for the deposit of valuables.

In addition to other uses, the flesh of the Esquimaux dog is esteemed the greatest luxury and no feast is complete without it. Eating dogs is universal among the Sioux, and the Assinaboins are Sioux; though in consequence of long separation from the body of that nation, their language has been materially modified. They dress in elk and buffalo skins—the former, when worn by young women, are usually garnished with the tusks of that animal; these dresses are kept clean and white by the use of a white earth. I regret to state that the Assinaboins are not exempt from a custom which universally exists throughout the valley of the Missouri above the L'eau que Cour, which consists in destroying with their teeth the victims of their diligent search among their long jetty tresses. In addition to those Assinaboins who hunt, and for the most part occupy a country south of the 49th parallel, there is a numerous band who live exclusively within the British territory with the Circees on the west, and the Crees and Chippewas on the east. All of the Assinaboins make the summer hunt on foot, and are fleet runners; they are armed with bows, arrows and lances almost exclusively. In addition to the Assinaboins assembled at the Yellow Stone, there were also 100 lodges of Crees, (a band detached from the principal tribe,) to whom I made some presents. After councilling with the assembly, and informing them of the character of my mission of peace, the agent distributed the annuities. The weather continued to be very hot from the 12th to the 31st of July, the thermometer averaged little less than 100 degrees; the atmosphere, however, was very elastic, and the sun, though shining brightly, was not oppressive. On the 26th a dense cloud of grasshoppers commenced passing over from northwest to southeast; as far as the eye could reach, aided by a powerful glass, there seemed to be an interminable flight of these insects; as the bright light touched their extended wings, they pre-

sented the appearance of a snow storm. Their size and general appearance are similar to the small grasshopper usually found in meadows. Great quantities, exhausted by their unaccustomed flight, descended to the earth, and almost literally covered the prairies, and soon commenced the work of destroying the vegetation. The wolves, which abound in this whole region, feed upon these insects most voraciously; their insatiable appetites prompt them to eat every particle of animal food which they find; they not only devour the wounded buffalo and antelope, but they frequently seize upon the strong and vigorous, and after disabling them by repeated attacks, they find them an easy prey to their combinded forces. As they are the inseparable companions of the herds of buffalo, the old, the young and the wounded furnish their principal repasts. They may also be frequently seen waiting with the most exemplary patience in the prairie dog villages for the appearance of the cheerful little inmates, who fall easy victims to their insatiable appetites. At all the principal posts on the Missouri the traders succeed in raising excellent cattle and fine hogs; the winters seem to be too severe for poultry, but some chickens are raised, and fed chiefly on meat, as there is little or no corn to spare, and the grasses do not furnish suitable seed; the insects, though often abundant for a brief season, are yet too scanty to supply them with sufficient food.

In April, 1855, some voyagers, sent from Fort Union to the Fur Company's fort, (Sarpy,) on the Yellow Stone river above the mouth of the Rose Bud, returned and reported that they had encountered a large war party of Sioux, Unc Papas, &c., who stripped them all, took their guns and ammunition and, after inflicting some blows upon them, ordered them to return, threatening their lives if they hesitated. Before, however, they were permitted to leave the spot a general fight ensued among the Indians themselves, which resulted in several deaths. This fight arose from a desire on the part of some of the Indians to kill the men, and the wish of another part to save them; they were at length allowed to escape, returned to the fort, and made their report. After hearing these statements, the superintendent of the Upper Missouri outfits determined to abandon the annual expedition to the Crows. Deprived by this circumstance of the means of transporting the annuities, the goods were stored at Fort Union to await a more prosperous state of affairs. After closing his business, and subsequent to my departure for Fort Benton, Agent Vaughan remained a short time at Fort Union for the purpose of having a small boat built for his conveyance. A war party, consisting of twenty-five Unc Papas, came near Fort William, on the Yellow Stone river, and finding Mr. Campbell, who was in charge of the fort, and one of the employés engaged in butchering some buffalo, within half a mile of the fort, the Indians stripped them, and took their horses and guns. Subsequently, Agent Vaughan saw a party of fifteen Sioux of the same bands near Fort Union; he sent his interpreter out to them, and invited them within the fort. They came, received some small presents, and were advised to return to their chiefs, and inform them that he wished to meet them at Fort Clark, which they promised to do, and departed. Five days after eight horses were stolen from Fort Union,

as is supposed, by some of the same party. Prior to the occurrences just mentioned, it had been determined to send a boat to Fort Sarpy, (on the Yellow Stone,) but Agent V. declined to intrust the annuity goods for the Crows on board. The expedition was placed in the charge of Mr. Melldrum, a partner of the American Fur Company, who has resided thirty years in the country, chiefly among the Crows. He had proceeded but a little way up the Yellow Stone, when his hunters reported the approach of large parties of Sioux, who made hostile demonstrations; and as they had told the men whom they encountered in April that they would not permit a boat to pass to the Crows, he considered it unwise to proceed, and returned to the fort. The party who committed the depredations near Forts William and Union, and the outrage upon Mr. Campbell and his employé, was a detachment of the bands seen by Mr. Melldrum's hunters. Upon my return to Fort Union on the 31st October, I saw Mr. Melldrum, who informed me that he believed the party whom he had encountered on the Yellow Stone consisted of the Sioux of that region. Mr. James Kipp, who was in charge of Fort Union, informed me of the hostile feelings of the Sioux in that vicinity; and that being encamped on the south side of the river, near the Yellow Stone, he was apprehensive that they would attack, and perhaps destroy, both Forts Union, and William. It may be well to remark, that I descended the river immediately after in a Mackinac boat, but encountered no trouble from them.

On the 27th of July, after having made my arrangements for a journey to Fort Benton, I councilled with the Assinaboins and Crees for the last time, and recommended them to move their camp. In a few hours five hundred lodges had been struck, and the recent inmates were in motion towards the buffalo, followed by their dogs, loaded with their children and household valuables. The two forts occupied by the trading companies, opposite the Yellow Stone river, are well located on a plateau on the left bank of said river. Opposite these forts are those towering barren bluffs, heretofore alluded to, at the bases and on the summits of which is to be found some good grass, and the plains beyond abound with game. Whatever may be said of it by others, I confess that I consider it a very hard country.

On the 27th I addressed a letter to Gov. I. I. Stevens, advising him of my approach, and on the 28th I commenced my overland journey to Fort Benton. The first day's travel was over rolling prairies. Here, as everywhere in this wild region, may be seen the effect of the wave of drift that at some distant period inundated these plains. Among its deluvial deposits are piles of primitive rocks of every description, tossed about in endless confusion, which may become useful hereafter as materials for building.

Among the birds of this region, between the 48th and 49th parallels, I was surprised to see the buzzard, which I think rarely alights upon these plains. Ducks and geese rear their young below the 48th parallel, yet many are seen as high as the falls; geese, and the larger ducks, take their flight to the more genial climate of the Pacific; teal ducks pass down the Missouri. The larks, varieties of the orials, and

sparrows, with the bob-o-link, constitutes the musical family; a few pigeons and a great many doves are seen; eagles, and a variety of hawks also pass their summer in that delightful summer climate; but with the exception of the sage cock, pintailed grouse, and the prairie sparrow or linnet, the owls, magpies and ravens, are almost the sole permanent feathered occupants of this region in winter. Excepting grasshoppers, insects are not numerous; the rattle-snake, and many other varieties of the reptile kind, unknown to me, are occasionally seen. Fish is not abundant in the Missouri or its tributaries, with the exception of the Yellow Stone, in which are found catfish and a small white herring; the former being good for food, but the latter worthless; pickerel are sometimes found near the falls, and the mountain streams contain the small speckled trout. In addition to the wild sage, and innumerate varieties of the cactus, the country abounds in botanical specimens, which, for beauty and variety, will hereafter, no doubt, attract the attention of the naturalist.

On the 3d of August I arrived at Milk river, whose mouth is about 130 miles, by land, above that of the Yellow Stone; during the succeeding twelve days, we travelled along the margin of this river, which, like all the streams in this region, abounds with beaver, which are now seldom trapped or hunted. The valley of Milk river is low, flat, and subject to be overflowed; the wood, which is exclusively cotton-wood, is not very abundant; grass is scarce, and the water execrable; the earth appears as if saturated with salts. The Milk river, and all its tributaries, are turbed. On the 15th we arrived at the last crossing of this river, and, on the same day, I met my associate commissioner, I. I. Stevens. Having organized the commission, we proceeded towards Fort Benton, distant about seventy miles. On the 17th we arrived at Fort Benton, where the commissioners immediately proceeded to business, for the details of which I beg to refer to our joint report heretofore forwarded; and here, as an act of justice, I will state that, to the exertions and influence of Mr. Alexander Culbertson, the superintendent of the American Fur Company's trading post at this point, the commission is mainly indebted for the facility with which the negotiation with the Blackfeet was conducted and terminated. On the 6th of October, all the preliminary business having been disposed of, the commission determined to assemble the various tribes at the mouth of the Judith river, and then adjourned to meet there on the of the same month. My co-commissioner having politely consented to supervise in person some minor details, I proceeded to the falls of the Missouri. After travelling about 30 miles, I descended some 300 feet to the river opposite the "Fountain," which consists of the waters of a subterranean river bursting through chasms on the ledges of sandstone. This pent up torrent, in its efforts to escape, forms beautiful jets, and below innumerable silvery rills gliding over the face of a semi-circular table of rock into the Missouri. Two miles above the "Fountain" is the upper fall, called the "Cascade;" here the ledge of sandstone has been cleft in a straight line across the river, and separates the tranquil stream above from the foaming cataract below; the river at this point is hemmed in by dark

high cliffs, which impart an air of gloom to the scene. From the foot of the Cascade, the Missouri rushes in a torrent over its stony bed for seven miles, then dashes over a precipice of 89 feet into a dark chasm 360 feet below the summit of the Cascade. Upon my return to Fort Benton, I found my colleague preparing to proceed to the "Judith;" the evening being boisterous, I deferred my departure until morning, as I had determined to descend the river in a skiff for the purpose of ascertaining the depth of the water. Mr. Vaughan, jr., and Mr. Kennedy accompanied me on my trip down to the "Judith;" I found the navigation above to be much better than below that river; thousands of ibex or big-horn may be seen on its banks, and the scenery is of a most interesting character. Previous to my departure from Fort Benton, I gave permission, in writing, to A. Culbertson and Mr. Roché, the superintendents of the two rival trading companies at this point, to go to the Indian camps, on Milk river, and purchase a supply of meat for the additional laborers who were expected with the boats, limiting this trading permission to the purchase of meat only. After my arrival at the council gound, I found that the western Indians had a considerable quantity of beaver which they were desirous of selling, as they would be loaded with merchandise after the close of the council, and as they were anxious to cross the mountains without delay, in consequence of the advanced season of the year. Influenced by these considerations, I assumed, as superintendent of Indian affairs, the responsibility of authorizing the above named Messrs. Culbertson and Roché to trade for the beaver.

Two of the Blackfeet bands, the Bloods and Pi-e-gounds, are a sprightly people, smaller than the Sioux in person, and with lighter complexions; they seemed both tractable and intelligent; the Blackfeet proper, are ferocious in appearance, with countenances indicative of less intellect, and of darker complexions. The three bands speak the same language, which is musical, and said to be copious. The fourth band, consisting of the Gros Ventres of the prarie, are properly Arrapohoes, speaking a language little known to the neighboring tribes, or to the traders; they appeared to me to be cunning, but of low intellect, and enjoy no enviable reputation for morality; they are said, however, to have and to express a desire to be instructed in the art of raising corn, of which, as an article of food, they are fond.

After concluding all the business connected with the council held at the mouth of the Judith, with the Blackfeet and western Indians, I proceeded, on the 22d October, in a Mackinac boat, to the Yellow Stone river. Immediately below the Judith are several rapids, the most difficult of which are the "Dauphine" and "Byrd's" rapids. I estimated the current through these rapids at 6 miles per hour; the water is perfectly clear, and the bottom covered with pebbles. There are some few rocks which, if removed from the channel, would improve the navigation; their removal could be easily effected by proper appliances. The water of the Missouri retains its brilliant and transparent character until it reaches a point near the Muscle Shell, where it suddenly acquires that turbid appearance which marks it to its mouth. This change of color in the water must not be ascribed to

the "Muscle Shell," as there was no water in its channel when I passed its mouth, it having been dried up by the recent drought. When I reached the mouth of the "Big Muddy," about 30 miles above the Yellow Stone, I found a very large encampment of Assinaboins, and the entire band of the lower Crows, who inhabit the lands on the Yellow Stone below the "Big Horn," but who had come to winter on the north bank of the Missouri with their friends, the Assinaboins. The principal chiefs of both of these tribes, accompanied by many of their people, followed me to Fort Union, and after referring to the hostile demonstrations of the Sioux, who are said to be in the neighborhood, near the junction of the Yellow Stone and the Missouri, they earnestly besought me to allow the traders to visit them in their camps, alleging that if they were compelled to come in small parties to the fort to trade, it would invite attacks from the disaffected Sioux. After due consideration, and in the exercise of what I deemed a sound discretion, I gave permission to the traders to send out to their camps until otherwise ordered. I selected and arranged, at the request of Agent Vaughan, the portion of the annuity goods due this band of Crows, and placed them in the hands of a special agent for distribution, with instructions to have the receipts taken in favor of Agent Vaughan.

On the 1st of November, finding the Missouri still open and the weather mild, I resumed my voyage by the Mackinac boat, after having placed in the charge of four experienced voyagers six mules turned over to me by Governor I. I. Stevens as property of the Indian department, and two mules purchased from Alex. Culbertson, with instructions to drive them to Fort Pierre, unless I should require them at some intermediate point. The animals were driven in safety to a point below Fort Clark, when, on the night of the 6th of November, seven of the eight mules, I regret to report, were stolen by some persons unknown, in the vicinity of a Yanctonee camp; I subsequently made all the arrangements in my power to secure their recovery and delivery at Fort Pierre.

And here I earnestly desire to urge upon the consideration of the department the necessity of placing restrictions upon the trade in horses between the Indians and the licensed traders, as I believe many depredations are attributed to the unrestricted character of that trade.

On my arrival at Fort Clark, Agent Vaughan reported to me verbally (his formal report miscarried) that, on the 27th September, 1855, a large encampment of 400 lodges of Unc Papas, Sans Arcs, and Blackfeet Sioux was established in the rear of the fort; that they refused to receive their annuities, and heaped upon him great personal indignities; and that after repeated acts of violence they demanded a supply of powder and lead; believing that an acquiescence with their demand was the only means by which the lives of those who were in the fort, and the property could be saved, he assumed the responsibility of complying with their wishes, though in violation of the positive orders of the department. Anticipating such a state of things, in his entirely unprotected position, he had solicited the military officer in command at Fort Pierre to send a detachment of soldiers

to that point, but the request, I regret to say, was not complied with. I made a formal report of these circumstances to General Harney whilst in the neighborhood of Fort Pierre.

Having hired some animals near Fort Pierre, I proceeded to St. Louis by land, where I resumed my duties in this office, on the 5th of January, after an absence of seven months.

With great respect, I am, sir, your most obedient servant.

A. CUMMING,
Superintendent Indian Affairs.

Hon. GEO. W. MANYPENNY,
Commissioner Indian Affairs.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 66.

TERRITORY OF KANSAS—EXECUTIVE MINUTES.

MESSAGE

FROM

THE PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A copy of the Executive Minutes of the Territory of Kansas.

March 24, 1856.—Laid upon the table and ordered to be printed.

To the House of Representatives:

In answer to the resolution of the House of Representatives of the 18th of last month, requesting the transmission of documents touching the affairs of the Territory of Kansas, I transmit a report from the Secretary of State, to whom the resolution was referred.

FRANKLIN PIERCE.

Washington, *March* 24, 1856.

Department of State,
Washington, March 24, 1856.

The Secretary of State, to whom was referred the resolution of the House of Representatives of the 18th ultimo, requesting the President, if not incompatible with the public interest, to transmit to that House the laws of the legislative assembly of the Territory of Kansas, and all the executive proceedings and correspondence of the governor of said Territory, or copies thereof, has the honor to represent, that, as all the papers now in this office called for by the resolution, except the copy of Executive Minutes of the Territory of Kansas, received since the date of the call, and herewith communicated, were submitted to the President, with the report of this department of the 13th of February, in compliance with the resolution of the Senate of the 4th of February last, and have been printed for the information of that body and of the public, it is presumed that the object of the call has been

fully answered, and that duplicate copies of those heretofore sent to the Senate will not be desired by the House of Representatives.

Respectfully submitted:

W. L. MARCY.

To the PRESIDENT *of the United States.*

Executive Minutes of the Territory of Kansas, from the 1st day of January, 1855, to the 30th day of June, 1855.

JANUARY 1, 1855.

Commission issued to William Dyer, as constable for the tenth district.

JANUARY 3, 1855.

Commission issued to Joel K. Goodin, as justice of the peace for the first and seventeenth districts.

Commission issued to John Speer, as justice of the peace for the first and seventeenth districts.

Commission issued to Simon Hopper, as constable for the first and seventeenth districts.

Record of oath.

UNITED STATES OF AMERICA, *Territory of Kansas,* } ss.

On this the fourth day of January, 1855, before the undersigned, governor of said Territory, personally appeared Joel K. Goodin, a justice of the peace of the Territory, in and for the first and seventeenth districts of said Territory, who, being duly sworn according to law, deposes and says that he will support the constitution of the United States, and faithfully discharge the duties of his said office.

J. K. GOODIN.

Sworn and subscribed before me, January 4, 1855.

A. H. REEDER,
Governor, &c.

Record of oath.

UNITED STATES OF AMERICA, *Territory of Kansas,* } ss.

On this twenty-third day of December, A. D. 1854, before the undersigned, William Braham, a justice of the peace of said Territory, personally appeared A. C. P. Haynes, a constable of said Territory for

the fifteenth district, and, being duly sworn according to law, deposes and says that he will support the constitution of the United States, and faithfully discharge the duties of his said office.

A. C. P. HAYNES.

Sworn and subscribed before me, this 23d December, 1854.

WILLIAM BRAHAM, *J. P.*

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas, }

On this eighth day of January, A. D. 1855, before the subscriber, a justice of the peace of said Territory, personally appeared John Speer, a justice of the peace of the Territory of Kansas, in and for the first and seventeenth districts of said Territory, who, being duly sworn according to law, deposes and says that he will support the constitution of the United States, and faithfully discharge the duties of his said office.

JOHN SPEER.

Sworn and subscribed before me, January 8, 1855.

J. S. EMERY, *Justice.*

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas, }

On this eighth day of January, A. D. 1855, before the subscriber, a justice of the peace of said Territory, personally appeared Simon Hopper, a constable of the Territory of Kansas, in and for the first and seventeenth districts of said Territory, who, being duly sworn, deposes and says that he will support the constitution of the United States, and faithfully discharge the duties of his said office.

SIMON HOPPER.

Sworn and subscribed before me, January 8, 1855.

JOHN SPEER, *J. P.*

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas, }

On this tenth day of January, A. D. 1855, before the undersigned, chief justice of the said Territory, personally appeared Samuel D. Dyer, a justice of the peace for the tenth district of said Territory, who, being duly sworn according to law, deposes and says that he will support the constitution of the United States, and faithfully perform the duties of his said office.

SAMUEL D. DYER.

Sworn and subscribed before me,

SAMUEL D. LECOMPTE.

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas, }

On this tenth day of January, A. D. 1855, before the undersigned, chief justice of the said Territory, personally appeared William Dyer, a constable of the tenth district of said Territory, and, being duly sworn, deposes and says that he will support the constitution of the United States, and will faithfully perform the duties of his said office.

WILLIAM DYER.

Sworn and subscribed before me,

SAMUEL D. LECOMPTE.

JANUARY 12, 1855.

Commission issued to William P. McClure, as justice of the peace for the eleventh district.

Commission issued to Robert E. Bishop, as constable for the eleventh district.

Record of oath.

UNITED STATES AMERICA, } ss.
Territory of Kansas, }

On this twelfth day of January, A. D. 1855, before the undersigned, governor of the said Territory, personally appeared William P. McClure, a justice of the peace of the eleventh district of said Territory, and, being duly sworn, deposes and says that he will support the constitution of the United States, and will perform the duties of his said office with fidelity.

WM. P. McCLURE.

Sworn and subscribed January 12, 1855, before

A. H. REEDER,
Governor.

JANUARY 13, 1855.

Commission issued to Arthur I. Baker, as a justice of the peace for the eighth district.

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas, }

On this thirteenth day of January, A. D. 1855, before the undersigned, governor of the Territory of Kansas, personally appeared

Arthur Ingraham Baker, a justice of the peace of said Territory, and, being duly sworn, deposes and says that he will support the constitution of the United States, and will faithfully perform the duties of his said office.

A. I. BAKER.

Sworn and subscribed January 13, 1855, before
A. H. REEDER, *Governor, &c.*

JANUARY 13, 1855.

Commission issued to Charles H. Withington, as constable for the eighth district.

Record of oath.

UNITED STATES OF AMERICA, } *ss.*
Territory of Kansas, }

On this sixteenth day of January, A. D. 1855, before the undersigned, governor of the said Territory, personally appeared Charles H. Withington, a constable of the said Territory, and, being duly sworn, deposes and says that he will support the constitution of the United States, and will faithfully perform the duties of his said office.

C. H. WITHINGTON.

Sworn and subscribed, January 16, 1855, before me.
A. H. REEDER, *Governor, &c.*

JANUARY 20, 1855.

Joel O. Grover's resignation of the office of constable for the first district received.

JANUARY 22, 1855.

Commission issued to E. K. Holliday, as justice of the peace for the third district.

Commission issued to D. H. Horne, as constable for the third district.

Commission issued to S. M. Salter, as constable for the first and seventeenth districts.

JANUARY 25, 1855.

Commission issued to John Smith, as constable for the sixteenth district.

JANUARY 31, 1855.

Commission issued to Adam Carnes, as justice of the peace for the fifth district.

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas, }

On this thirty-first day of January, 1855, before the undersigned, governor of said Territory, personally appeared Adam Carnes, a justice of the peace for the Territory of Kansas in and for the fifth district of said Territory, who, being duly sworn according to law, deposes and says that he will support the constitution of the United States, and faithfully discharge the duties of his said office.

A. CARNES.

Sworn and subscribed before me, January 31, 1855.

A. H. REEDER, *Governor, &c.*

JANUARY 31, 1855.

Commission issued to John L. Whitman, as constable of the fifth district.

FEBRUARY 3, 1855.

Commission issued to Reuben Hackett, as justice of the peace for the fourth district.

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas, }

On this third day of February, A. D. 1855, before the undersigned, governor of the said Territory, personally appeared Reuben Hackett, a justice of the peace of said Territory, in and for the fourth district,

and, being duly sworn, deposes and says that he will support the constitution of the United States, and will faithfully perform the duties of his said office.

REUBEN HACKETT.

Sworn and subscribed February 3, 1855.

A. H. REEDER, *Governor*.

FEBRUARY 3, 1855.

Commission issued to James P. Moore, as constable for the fourth district.

FEBRUARY 2, 1855.

Commission issued to Elijah S. Wilhite, as justice of the peace for the fifteenth district.

FEBRUARY 7, 1855.

Commission issued to John Serpell, as justice of the peace for the fifth district.

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas. }

On this seventh day of February, A. D. 1855, before the undersigned, governor of said Territory, personally appeared John Serpell, a justice of the peace of the Territory of Kansas, in and for the fifth district of said Territory, who being duly sworn, deposes and says that he will support the constitution of the United States, and faithfully perform the duties of his said office.

JOHN SERPELL.

Sworn and subscribed before me, February 7, 1855.

A. H. REEDER, *Governor*.

DECEMBER 4, 1854.

Commission issued to Claiborne R. Mobley, as justice of the peace for the ninth district.

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas. }

On this fourth day of December, A. D., 1854, before the undersigned, governor of said Territory, personally appeared Claiborne R. Mobley, a justice of the peace of said Territory, and, being duly sworn, deposes and says that he will support the constitution of the United States, and will faithfully perform the duties of his said office.

C. R. MOBLEY.

Sworn and subscribed, December 4, 1854, before me.

A. H. REEDER.

DECEMBER, 4, 1854.

Commission issued to James Fraser, as justice of the peace for the fifteenth district.

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas. }

On this, the 2d day of February, A. D. 1855, before the undersigned, James Kuykendall, a justice of the peace of the Territory of Kansas, personally appeared James A. Gray, a constable of said Territory, who, being duly sworn according to law, deposes and says that he will support the constitution of the United States, and faithfully discharge the duties of his said office.

JAMES A. GRAY.

Sworn and subscribed before me, February 2, A. D. 1855.

JAMES KUYKENDALL,
Justice of the Peace Kansas Territory.

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas. }

Samuel M. Salters, being duly sworn, deposes and says, that as constable of the first district of the said Territory of Kansas, he will support the constitution of the United States, and will faithfully perform the duties of his said office.

S. M. SALTERS.

Sworn and subscribed, February 2, 1855, before me.

J. K. GOODIN, *J. P.*

DECEMBER 21, 1854.

Commission issued to Wm. Martin, as justice of the peace for the fifteenth district.

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas. }

On this, the third day of February, A. D. 1855, before the undersigned, a justice of the peace of the Territory of Kansas, personally appeared John S. Wightman, a constable of the Territory of Kansas, in and for the fifth district of said Territory, who, being duly sworn according to law, deposes and says that he will support the constitution of the United States, and faithfully discharge the duties of his said office.

JOHN S. WIGHTMAN.

Sworn and subscribed before me, February 3, 1855.

A. CARNES, *J. P.*

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas. }

On this thirteenth day of February, A. D. 1855, before the undersigned, governor of said Territory, pesonally appeared Cyrus K. Holliday, esq., a justice of the peace in and for the third district of said Territory, who, being duly sworn, deposes and says that he will support the constitution of the United States, and faithfully discharge the duties of his said office.

C. K. HOLLIDAY.

Sworn and subscribed February 13, 1855, before me.

A. H. REEDER.

FEBRUARY 15, 1855.

Commission issued to Wiley Williams, as constable of the fifteenth district.

Commission issued to Robert S. Merchant, as constable of the fifteenth district.

FEBRUARY 15, 1855.

Commission issued to Nathaniel B. Stephens, as justice of the peace for the fifteenth district.

FEBRUARY 23, 1855.

Commission issued to Harrison Burson, as justice of the peace for the second district.

FEBRUARY 25, 1855.

Resignation of J. H. Day, as justice of the peace for the sixteenth district, received, to take effect from the first of March, proximo.

FEBRUARY 27, 1855.

Commission issued to F. Harrison Nichols, as constable of the first district.

Commission issued to Obadiah B. Tebbs, as justice of the peace for the thirteenth district.

Commission issued to William C. Wanton, as constable of the thirteenth district.

JANUARY 15, 1855.

The following persons appointed to take the census, or enumeration of qualified voters in the several districts of the Territory, viz:

First District.—C. W. Babcock.
Second District.—O. H. Browne.
Third District.—T. W. Hays.
Fourth, Seventh, and Eighth Districts.—C. B. Donalson.
Fifth and Sixth Districts.—William Barbee.
Ninth and Tenth Districts.—Martin F. Conway.
Eleventh and Twelfth Districts.—B. H. Twombly.
Thirteenth and Fifteenth Districts.—H. B. Jolley.
Fourteenth District,—Albert Heed.
Sixteenth District.—Charles Leib.
Seventeenth District.—Alexander S. Johnson.

FEBRUARY 12, 1855.

J. R. M'Clure appointed to take the census in the seventh and eighth districts, in the place of C. B. Donalson, who is unable to act.

Record of oath.

UNITED STATES OF AMERICA, } *ss.*
Territory of Kansas, }

On this twentieth day of February, A. D., 1855, before the under-

signed, a justice of the peace of said Territory, personally appeared Daniel H. Horne, a constable in and for the third district of said Territory, who, being duly sworn, deposes and says that he will support the constitution of the United States, and faithfully discharge the duties of his said office.

DANIEL H. HORNE.

Sworn and subscribed, February 20th, 1855, before me.

C. K. HOLLIDAY,
Justice of the Peace.

Record of oath.

UNITED STATES OF AMERICA, }
Territory of Kansas, } *ss.*

On this twenty-seventh day of February, A. D. 1855, before the undersigned, governor of said Territory, personally appeared Obadiah B. Tebbs, a justice of the peace in and for the thirteenth district of said Territory, who, being duly sworn, deposes and says he will support the constitution of the United States, and will faithfully perform the duties of his said office.

O. B. TEBBS.

Sworn and subscribed, February 27th, 1855, before me.

A. H. REEDER.

FEBRUARY 24, 1855.

An additional election district erected, comprising portions of the present eleventh, twelfth, and thirteenth districts, to be called the "Eighteenth Election District," and proclamation issued, viz:

UNITED STATES OF AMERICA, }
Territory of Kansas, } *ss.*

[SEAL.] *To the citizens and qualified voters of the Territory of Kansas:*

I, Andrew H. Reeder, governor of the said Territory, do hereby proclaim and make known, that I have erected an additional election district, comprising portions of the present eleventh, twelfth, and thirteenth election districts, to be called the "Eighteenth Election District," and to include the settlements on the waters of the Nemaha, bounded and described as follows, to wit: Commencing in the Vermillion branch of the Blue river, at the crossing of the military road from Fort Leavenworth to Fort Kearney; thence due north to the line of the Territory; thence along the same, east, to the line of the fourteenth election district; thence south, along the line of the fourteenth and fifteenth election districts, to the aforesaid military road; and thence by the middle of said road to the place of beginning. The place of election

of said district will be at the house of W. W. Moore, where the St. Joseph road crosses the Nemaha.

And further, that I have detached from the eleventh, and added to the tenth election district, the following portion of territory, to wit: Beginning in the Vermillion river, at the crossing of the Independence emigrant road; thence up said road, beyond the house of Josiah G. Adams; thence due east along the northern side of said house to the said road, and down said road to the place of beginning.

Witness my hand and the seal of the said Territory, this twenty-fourth day of February, A. D. 1855.

A. H. REEDER, *Governor, &c.*

Attest: DAN. WOODSON, *Secretary.*

FEBRUARY 26, 1855.

The following proclamation issued, defining the judicial districts of the Territory, &c.:

PROCLAMATION.

UNITED STATES OF AMERICA, } *ss.*
Territory of Kansas, }

[SEAL.] *To the citizens and inhabitants of the said Territory of Kansas:*

I, Andrew H. Reeder, governor of the said Territory, do hereby proclaim and make known, that under and by virtue of the authority conferred and the duty enjoined by the thirty-fifth section of the act of Congress, passed the thirtieth day of May, A. D. 1854, entitled "An act to organize the Territories of Nebraska and Kansas," I have, until otherwise provided by law, defined the judicial districts of the said Territory, and assigned one of the said districts to each of the judges appointed for the said Territory, and have also appointed the times and places for holding the courts in the said districts, as follows; that is to say:

All of the said Territory embraced within the following bounds shall constitute the first judicial district, to wit: Commencing at the mouth of the Kansas river, thence up the Missouri river to the northern line of the Territory; thence along said line west to the line between the eleventh and eighteenth election districts; thence down said line to the military road leading from Fort Leavenworth to Fort Kearney; thence along said road to the line between the twelfth and thirteenth election districts; thence down the same and the waters of Soldier creek, along the western shore thereof to the Kansas river, and down the same on the southern shore thereof to the place of beginning, including the thirteenth, fourteenth, fifteenth, sixteenth, and eighteenth election districts; which said district is assigned to Chief Justice S. D. Lecompte, and the courts thereof shall be held at the town of Leavenworth.

All of said Territory embraced within the following bounds shall constitute the second judicial district, to wit: Commencing at the mouth of the Kansas river; thence up the same along the southern shore thereof to the western line of the Pottawatomie reservation; thence along the western and southern lines of said reservation to the head-waters of the Wakarusa, or the nearest point thereto, and thence directly to and down the northern shore of the same to the east side of the house of Charles Mattingly; thence due south to the middle of the Santa Fé road; thence westwardly along the middle of said road to Rock creek; thence due south to the north line of the Sac and Fox reservation; thence along the north and west lines thereof, and due south to the Neosho river; thence up the southern shore of said river and of the south branch thereof to the head; thence due south to the line of the Territory, and thence by the south and east lines of the Territory to the place of beginning, to include the first, second, third, fourth, fifth, sixth, and seventeenth election districts. The said district is assigned to Hon. Rush Elmore, and the courts thereof shall be held at the town of Tecumseh.

The residue of the Territory, comprising the seventh, eighth, ninth, tenth, eleventh, and twelfth election districts, shall constitute the third judicial district, which is assigned to the Hon. Sanders W. Johnston, and the courts thereof shall be held at the town of Pawnee.

The regular terms of courts shall be as follows:

At Leavenworth on the third Monday of April and third Monday of October.

At Tecumseh on the second Monday after third Monday of April, and second Monday after third Monday of October.

At Pawnee on fourth Monday after third Monday in April, and fourth Monday after third Monday in October.

Special and preliminary terms will be held at Leavenworth on Monday the 19th day of March next, at Tecumseh on Monday the 26th day of March next, and at Pawnee on Monday the 2d day of April next, at ten o'clock a. m., at which times all persons bound by recognizance, or otherwise, to appear at the first term of said courts, will appear at the places so as aforesaid fixed for their respective districts; and all justices of the peace who have taken recognizances for the appearance of any person charged before them, will, at or before the commencement of the said special or preliminary term, make return of the same to the clerk of their respective districts, or to A. J. Isacks, esq., the United States attorney.

Witness my hand and the seal of the said Territory this 26th day of February, A. D. 1855.

A. H. REEDER,
Governor.

Attest: DANIEL WOODSON,
Secretary.

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas, }

On this twenty-ninth day of January, A. D. 1855, before the undersigned, a justice of the peace in and for the said Territory, personally appeared Robert C. Bishop, a constable of the said Territory, and being duly sworn, deposes and says that he will support the constitution of the United States, and will faithfully perform the duties of his said office.

ROBERT C. BISHOP.

Sworn and subscribed before me, January 29, 1855.

WM. P. McCLURE, *J. P.*

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas, }

On this seventeenth day of February, A. D. 1855, before the undersigned, a justice of the peace of said Territory, personally appeared Wiley Williams, a constable of the Territory of Kansas in and for the fifteenth district of said Territory, who, being duly sworn, deposes and says that he will support the constitution of the United States and faithfully perform the duties of his said office.

WILEY WILLIAMS.

Sworn and subscribed February 17th, 1855, before me.

ELIJAH S. WILHITE, *J. P.*

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas, }

On this second day of March, A. D. 1855, before the undersigned, a justice of the peace in and for said Territory, personally appeared Robert S. Merchant, a constable of the fifteenth district of said Territory, who, being duly sworn, deposes and says that he will support the constitution of the United States, and perform faithfully the duties of his said office.

R. S. MERCHANT.

Sworn and subscribed March 2d, 1855, before me.

E. S. WILHITE, *J. P.*

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas, }

On this seventeenth day of February, A. D. 1855, before the undersigned, a justice of the peace of said Territory, personally ap-

peared Nathaniel B. Stevens, a justice of the peace of the Territory of Kansas in and for the fifteenth district of said Territory, who, being duly sworn, deposes and says that he will support the constitution of the United States, and faithfully discharge the duties of his said office.

N. B. STEVENS.

Sworn and subscribed February 17th, 1855, before me.
ELIJAH S. WILHITE, *J. P.*

MARCH 2, 1855.

Commission issued to Marcus H. Rose, as justice of the peace for the seventh district.

Commission issued to George Bratton, as constable of the seventh district.

MARCH 5, 1855.

Commission issued to George Russell, as justice of the peace for the sixteenth district.

Record of oath.

UNITED STATES OF AMERICA, } *ss.*
Territory of Kansas, }

On this eighth day of March, A. D., 1855, before the undersigned, a justice of the peace of the Territory of Kansas, personally appeared George Russell, esq., a justice of the peace in and for the sixteenth district of said Territory, who, being duly sworn, deposes and says that he will support the constitution of the United States, and faithfully discharge the duties of his said office.

GEO. RUSSELL.

Sworn and subscribed before me, March 8, A. D. 1855.
E. S. WILHITE,
Justice of the Peace for 15th district, K. T.

MARCH 3, 1855.

The persons appointed by the governor to make an enumeration of inhabitants and qualified voters in the Territory, having made their

returns, the following table of inhabitants and qualified voters in the several districts is compiled therefrom:

Districts.	Males.	Females.	Voters.	Minors.	Natives of U. States.	Foreign birth.	Negroes.	Slaves.	Total.
First district	623	339	369	459	887	75	.....	.....	962
Second district	316	203	199	237	506	19	1	7	519
Third district	161	91	101	112	215	12	.....	6	252
Fourth district	106	71	47	97	169	2	1	1	177
Fifth district	824	583	442	724	1,385	22	27	26	1,407
Sixth district	492	318	253	418	791	12	11	11	810
Seventh district	82	36	53	50	117	1	1	1	118
Eighth district	56	27	39	28	76	7	13	10	83
Ninth district	61	25	36	31	66	12	14	3	86
Tenth district	97	54	63	61	108	23	.....	.....	151
Eleventh district	33	3	24	5	30	6	.....	.....	36
Twelfth district	104	40	78	35	109	37	1	7	144
Thirteenth district	168	116	96	145	273	9	14	14	284
Fourteenth district	655	512	334	.....	391	46	1	35	1,167
Fifteenth district	492	381	308	448	846	16	15	15	873
Sixteenth district	708	475	385	514	1,042	104	48	33	1,183
Seventeenth district	91	59	50	54	143	5	4	23	150
Eighteenth district	59	40	28	51	97	1	.....	.....	99
Total	5,128	3,383	2,905	3,469	7,161	408	151	192	8,601

MARCH 8, 1855.

Proclamation issued for an election to be held in the Territory on the thirtieth instant, for the election of members of the Territorial council and house of representatives, and the places of election fixed, officers of election appointed, and rules of proceeding prescribed as follows:

PROCLAMATION.

UNITED STATES OF AMERICA, *Territory of Kansas*, } *ss.*

[SEAL.] *To the qualified voters of the Territory of Kansas:*

I, Andrew H. Reeder, governor of the said Territory, by virtue of the act of Congress, passed the thirtieth day of May, A. D. 1854, entitled "An act to organize the Territories of Nebraska and Kansas," do by these presents proclaim, order, and direct that an election be held in the said Territory, on Friday, the thirtieth day of March, A. D. 1855, for thirteen members of council, and twenty-six members of the house of representatives, to constitute the Legislative Assembly of said Territory; and the qualified voters of the Territory are hereby requested to meet on said day, at the places of holding elections in their usual districts and precincts, as hereinafter specified, to

vote by ballot for the number of candidates hereinafter appointed to the respective districts; and the said election shall be conducted in the manner hereinafter prescribed.

LIST OF ELECTION DISTRICTS AS HERETOFORE ERECTED.

First district.—Commencing in the Kansas river, at the mouth of Cedar creek; thence up said river to the first tributary above the town of Lawrence; thence up said tributary to its source; thence by a direct line to the west side of F. Rolf's house; thence by a due south line to the Santa Fé road, and along the middle of said road to a point due south of the source of Cedar creek; thence due north to the source of said Cedar creek, and down the same to the place of beginning.

Second district.—Commencing at the mouth of Big Spring branch, on the south bank of the Kansas river; thence up said branch to its furthest source; thence by a southerly line crossing the Wakarusa river, on the east side of the house of Charles Matney, to the middle of the Santa Fé road; thence along the middle of said road to the line of the first district; thence by the same, along the west side of the house of F. Rolf, to the head of the first tributary of the Kansas river, above the town of Lawrence; and thence by the same tributary to the Kansas river, and up the south bank of said river to the mouth of Big Spring branch, the place of beginning.

Third district.—Commencing at the mouth of Big Spring branch, on the south side of the Kansas river; thence up the same to its furthest source; thence by a southerly line to the north bank of the Wakarusa river, on the east side of the house of Charles Matney; thence up said river and its main branch to the line of the Pottawatomie reservation; and thence by the southern and western lines of said reservation to the Kansas river, and down the said river to the place of beginning.

Fourth district.—Commencing at Missouri State line, in the middle of the Santa Fé road; thence along the middle of said road to Rock creek, near the sixty-fifth mile of said road; thence south to the line of the late Shawnee reservation, ceded by the treaty of 1854; thence due east along the south line of said reservation, and the north lines of the existing reservations of the Sacs and Foxes, the existing reservations of the Chippewas and Ottawas, and the late reservations of the Piankeshaws, Weas, Peorias and Kaskaskias, to the Missouri State line; thence up the Missouri State line to the place of beginning.

Fifth district.—Commencing at the Missouri State line, at the southern boundary of the fourth district; thence east along the same to the northwest corner of the Sac and Fox reservation; thence due south along the western line thereof, and due south to the south branch of the Neosho river, about seventy miles above the Catholic Osage mission; thence down said river to the north line of the reserve for the New York Indians, and east along said line to the head-waters of Little Osage river, or the nearest point thereto; and thence down said river to the Missouri State line, and up said line to the place of beginning.

Sixth district.—Commencing on the Missouri State line, in Little

Osage river; thence up the same to the line of the reserve for the New York Indians, or the nearest point thereto; thence to and by the north line of said reserve to the Neosho river, and up said river, and the south branch thereof, to the head; and thence by a due south line to the southern line of the Territory; thence by the southern and eastern lines of said Territory to the place of beginning.

Seventh district.—Commencing at the east side of the house of Charles Matney, on the Wakarusa river; thence due south to the middle of the Santa Fe road; thence westwardly along the middle of said road, to Rock creek, near the sixty-fifth mile of said road; thence due south to the north line of the Sac and Fox reservation; thence along the north and west lines thereof, and due south to the Neosho river; thence up said river to a point due south of the mouth of Elm creek; thence due north to the mouth of Elm creek, and up said creek to the Santa Fe road; and thence by a direct line in a northerly direction, to the southwest corner of the Pottawatomie reservation; thence along the southern line of said reservation to the head-waters of the Wakarusa river, or the point nearest thereto; thence to and down the said river to the place of beginning.

Eighth district.—Commencing at the mouth of Elm creek, one of the branches of Osage river; thence up the same to the Santa Fe road; thence by a direct northerly line to the southwest corner of Pottawatomie reservation; thence up the western line thereof to the Kansas river; thence up said river and the Smoky Hill Fork, beyond the most westerly settlements; thence due south to the line of the Territory; thence by the same to the line of the sixth district; thence due north to the head of the south branch of the Neosho river; thence down said river to the line of the seventh district; thence due north to the place of beginning.

Ninth district.—Commencing at the Smoky Hill Fork, beyond the most westerly settlements; thence down the same and the Kansas river to the mouth of Wild Cat creek; thence up said creek to the head-waters thereof; thence due north to the Independence emigrant road; thence up said road to the north line of the Territory; thence west along the same, beyond the most westerly settlements, and thence due south to the place of beginning.

Tenth district.—Commencing at the mouth of the Vermillion river; thence up the same, beyond the house of Josiah D. Adams; thence due west to the Independence emigrant road; thence up the middle of said road to the line of the ninth district; thence by the same to the head of Wild Cat creek, and down said creek to the Kansas river; thence down said river to the place of beginning.

Eleventh district.—Commencing in the Vermillion river, opposite the north side of the house of Josiah D. Adams; thence up said river to the head of the main branch; thence due north to the military road from Fort Leavenworth to Fort Kearney; thence along the middle of said road to the crossing of the Vermillion branch of the Blue; thence due north to the northern line of the Territory; thence west, along said line, to the Independence emigrant road; thence down said road to a point due west of the north end of the house of Josiah D. Adams, and due east to the place of beginning.

h district.—Commencing at the mouth of Soldier creek, in the river; thence up said creek to the head of the main branch; ue north to the military road from Fort Leavenworth to Fort ; thence along the middle of said road to the line of the elev- trict; thence due south to the head of Vermillion river, down on river to the mouth, and down Kansas river to the place of ıg.

enth district.—Commencing in the Kansas river, at a point les above the mouth of Stranger creek; thence in a northerly ı by a line corresponding to and three miles west of the sev- rses of said creek to the line of the late Kickapoo reservation; ıy the southern and western lines of said reservation to the road from Fort Leavenworth to Fort Kearney; thence along lle of said road to the line of the twelfth district; thence due the head of Soldier creek, down Soldier creek to the mouth, n the Kansas river to the place of beginning.

eenth district.—Commencing at the mouth of Independence ıence up said creek to the head of the main branch, and thence to the line of the Kickapoo reservation; thence north, along and the line of the late Sac and Fox reservation, to the north he Territory; thence along said line, eastwardly, to the Mis- er, and down said river to the place of beginning.

nth district.—Commencing at the mouth of Salt creek, on ouri river; thence up said creek to the military road, and along lle of said road to the lower crossing of Stranger creek; thence creek to the line of the late Kickapoo reservation, and thence ıe southern and western line thereof to the line of the four- istrict; thence by the same and down Independence creek to th thereof, and thence down the Missouri river to the place of ıg.

nth district.—Commencing at the mouth of Salt creek; thence creek to the military road; thence along the middle of said the lower crossing of Stranger creek; thence up said creek to of the late Kickapoo reservation, and thence along the same ne of the thirteenth district, and thence by the same, along a responding to the courses of Stranger creek, and keeping three ast thereof to the Kansas river; thence down the Kansas river issouri, and up the Missouri river to the place of beginning.

teenth district.—Commencing at the mouth of Kansas river; p the south branch thereof to the mouth of Cedar creek; thence r creek to its source, and thence due south to the Santa Fé road, ıe middle of said road to the Missouri State line, and along to the place of beginning.

enth district.—Commencing in the military road at the cross- he Vermillion branch of Blue river; thence due north to the the Territory; thence east along said line to the line of the th district; thence due south along said line to the aforesaid road, and along the middle of said road to the place of be-

Precincts, Places for Polls, and Judges of Election.

First district.—The election will be held at the house of W. H. Sykens, in the town of Lawrence.

Judges: Hugh Cameron, Jas. B. Abbott, and N. B. Blan.

Second district.—House of Harrison Benson, on Wakarusa river.

Judges: Harrison Benson, Paris Ellison, and Nath. S. Ramsay.

Third district.—House of Thomas N. Stimson, in the town of Tecumseh.

Judges: Rev. L. D. Stateler, Rev. H. B. Burgess, and Rev. H. N. Watts.

Fourth district.—House of Dr. J. Chapman.

Judges: Perry Fuller, David Pultz, and E. W. Moore.

Fifth district.—This district is divided into four voting precincts, as follows:

1. Blue Creek precinct: Commencing in the Osage (or Marais des Cygnes) river, opposite the termination of the dividing ridge between Pottawatomie and Middle creeks; thence by an easterly line running north of all the settlements on the waters of North Sugar creek to the Missouri State line; thence up said line to the line between the fourth and fifth districts; thence east along said line to the line between the Peoria and Ottawa reservations; thence south along the same to the Osage river, and down said river to the place of beginning.

The election will be held at the house of Baptiste Peoria.

Judges: John J. Parks, J. J. Clark, and Stephen White.

2. Pottawatomie Creek precinct: Commencing in the Osage river, on the line between the Peoria and Ottawa reserves; thence down said river to a point opposite the termination of the dividing ridge between Pottawatomie creek and Middle creek; thence along said dividing ridge beyond the head-waters of said creek, and thence by a line due southwest to the line of the eighth district; thence by the lines of the sixth, seventh, and fourth districts, to the line of the Peoria and Ottawa reservations, and down the same to the place of beginning.

Election at the house of Henry Sherman, on Pottawatomie creek.

Judges: William Chemul, Allen Wilkinson, and O. F. Cleveland.

3. Big Sugar Creek precinct: Beginning in the Osage river at the Missouri State line; thence up said river to the mouth of Big Sugar Creek precinct; thence up said creek to the mouth of Little Sugar creek; thence along the dividing ridge between Little and Big Sugar creeks, beyond the head-waters of both; thence by a due southwest line to the line of the fifth district; thence along the same to the Pottawatomie Creek precinct; thence by the line of said precinct to the Osage river; thence by an easterly line running north of all the settlements on the waters of North Sugar creek to the Missouri State line, and down the same to the place of beginning.

Election at the house of Elisha Tucker, at the old Pottawatomie, mission.

Judges: Jas. McArthur, Elisha Tucker, and John E. Brown.

4. Little Sugar Creek precinct: Commencing on the Missouri State

line in the Little Osage river; thence up the same and along the line of the sixth district to Big Sugar Creek precinct; thence along the line of said precinct to the Osage river, down Osage river to State line, and down State line to place of beginning.

Election at the house of Isaac Stockton, at the crossing of Little Sugar creek.

Judges: Wm. H. Finley, Alfred Osborne, and Isaac Stockton.

Sixth district.—Election at Hospital building at Fort Scott.

Judges: Jas. Ray, sen., Wm. Painter, and Wm. Godefrey.

Seventh district.—Election at the house of J. B. Titus, on the Santa Fe road.

Judges: Eli Snyder, Jno. W. Freel, and Dr. Harvey Foster.

Eighth district.—Election at the Council Grove mission-house, near the Santa Fe road.

Judges: A. J. Baker, Emanuel Monier, and Y. S. Hoffaker.

Ninth district.—Election at the house of Robert Klotz, in the town of Pawnee.

Judges: A. D. Gibson, S. B. White, and Robert Wilson.

Tenth district.—This is divided into two voting precincts, as follows, viz:

1. Blue River precinct: Commencing at the upper mouth of Black Jack creek; thence up said creek to the head of the main branch; thence due north to the Independence emigrant road; thence up the middle of said road to the northern line of the Territory; thence by the northern, western, and southern lines of the district to the place of beginning.

Election at the house of S. D. Dyer, on Blue river.

Judges: Joseph W. Russell, Marshal A. Garrett, and Joseph Stewart.

2. Rock Creek precinct: Commencing at the upper mouth of Black Jack creek; thence up said creek to the head of the main branch; thence due north to the Independence emigrant road; thence down said road and by the continuous easterly and southern lines of the district to the place of beginning.

Election at the house of Robert Wilson, on Rock creek.

Judges: Francis Bergeron, Henry Rammelt, and James Wilson.

Eleventh district.—Election at the house of Woodward & Marshall.

Judges: F. J. Marshall, R. C. Bishop, and W. P. McClure.

Twelfth district.—This district is divided into two precincts, as follows, viz:

1. Silver Lake precinct: Commencing at the mouth of Cross creek; thence up the same to the head; thence due north to the military road leading from Fort Leavenworth to Fort Kearney; thence by the continuous northern, eastern, and southern lines of the district to the place of beginning.

Election at the store of Sloan & Beaubien, on Silver lake.

Judges: Nath. Wingardner, E. M. Sloan, and Evan Kennedy.

2. St. Mary's precinct: Commencing at the mouth of Cross creek; thence up said creek to the head; thence due north to the military road from Fort Leavenworth to Fort Kearney; thence by the north-

ern, western, and southern lines of the district to the place of beginning.

Election at the store of B. F. Bertrand and St. Mary's mission.

Judges: Dr. L. R. Palmer, Charles Dean, and Rev. J. B. Duemick.

Thirteenth district.—Election (except as hereinafter stated) at the house of Samuel J. Heard, at Hickory Point.

Judges: H. B. Cora, James Atkinson, and J. B. Ross.

Fourteenth district.—This district is divided into three precincts, as follows, viz:

1. Wolf River precinct: Commencing on the Missouri river one mile east of Mosquito creek; thence by a line corresponding to and one mile east of the several courses of said creek, and the main branch thereof; thence by a line due south to Cottonwood spring; thence along the Pottawatomie road to the dividing ridge, two miles from the crossing of said road at Independence creek; thence due west to the line of the district, and by the westerly and northerly lines of the district to the place of beginning.

Election at the house erected by Aaron Lewis on Wolf river.

Judges: James M. Irvine, Joel Ryan, and E. W. B. Rogers.

2. Doniphan precinct: Commencing at the Missouri river, at the south line of Cadue's reserve; thence by the same and along the dividing ridge between Cadue's creek and Lewis's creek to Cottonwood spring; thence by the line of Wolf River precinct and the western and southern lines of the district to the Missouri river, and up the Missouri river to the place of beginning.

Election at the store of John W. and James Foreman, in the town of Doniphan.

Judges: M. K. Shaw, Paris Dunning, and W. L. Chudys.

3. Burr Oak precinct: Commencing on the Missouri river, at the south line of Cadue's reserve; thence by the line of Doniphan precinct to Cottonwood spring; thence by line of Wolf River precinct to Missouri river, and down said river to place of beginning.

Election at house of M. E. Bryant, on St. Joseph and California road.

Judges: Ebenezer Blackstone, Cary B. Whitehead, and Osborn Henlen.

Fifteenth district.—Election (except as hereinafter stated) at the house of Charles Hays, on the military road.

Judges: T. J. Thompson, E. R. Zimmerman, and Daniel Fish.

Sixteenth district.—Election at the house of Keller & Kyle, in the town of Leavenworth.

Judges: Matthew France, Lewis N. Rees, and David Brown.

Seventeenth district.—Election at the Shawnee Methodist church.

Judges: Cyprian Choteau, C. B. Donalson, and Charles Boles.

Eighteenth district.—Election at the house of W. W. Moore, on St. Joseph and California road, at the crossing of the Nemaha.

Judges: Jesse Adamson, Thomas J. B. Cramer, and John Belew.

Instructions to Judges of Election.

The three judges will provide for each poll, ballot-boxes, with a slit for the insertion of the tickets, and will assemble at their respective polls at or before eight o'clock a. m., of the day of election, and will make and subscribe the duplicate copies of the printed oath which will be furnished them. This oath must be administered by a judge or justice of the peace, if one be present; and if not, then judges can mutually administer the oath to each other, which they are hereby fully authorized to do. In case of the absence of any one or two of said judges at nine o'clock a. m., the vacancy shall be filled by the judge or judges who shall attend: and if any vacancy shall occur after the judges have been sworn, it shall be filled in the same manner. In case none of the judges appointed shall attend at nine o'clock a. m., the voters on the ground may, by tellers, select persons to act in their stead. The judges will keep two corresponding lists of the names of persons who shall vote, numbering each name. They must be satisfied of the qualifications of every person offering to vote, and may examine the vote, or any person under oath upon the subject.

The polls will be kept open until six o'clock p. m., and then closed, unless voters are present offering to vote, and in that case shall be closed as soon thereafter as votes cease to be offered.

When the polls are closed, the judges will proceed to open and count the votes, and will keep two corresponding tally-lists on which they will simultaneously tally each ticket as it is called by the judge, who will open and call out the ticket, which must be done without handling or interference by any other person. When the votes are thus counted off, and the tally-lists shall agree, the judges shall publicly proclaim the result, and shall fill up and sign the duplicate certificates which will be furnished them. They will then carefully replace the said tickets in one or both of the ballot-boxes, together with one copy of the oath, one of the lists of voters, and one of the certificates of return, and will seal up and preserve the same to be produced if called for.

The remaining copies of the oath, list of voters, tally-lists and certificate will be sealed up, directed to the governor of the Territory, and delivered by one of the judges in person to the governor at his office, at the Shawnee Methodist Mission, on or before the fourth day of April, A. D. 1855.

In the fifth district the several judges will meet on the day after the election, at the house of Henry Sherman, on Pottawatomie creek, and select one of their number who shall take charge of and deliver the returns of all the precincts.

The return judges of the tenth will meet at the house of Robert Wilson, on Rock creek, and those of the fourteenth at the house of M. E. Bryant, and will make their returns in the same manner.

All persons are absolutely forbidden to bring, sell, or deal out, in the immediate vicinity of the election ground, any intoxicating liquors; and the judges of election, whenever they shall deem this regulation violated so as to interfere with the proper conducting of the election,

may order the same to be removed, and if the owner shall fail to comply with such order, may direct the constables or other proper persons to take charge of such liquor till the polls are closed; or, in case of resistance, to destroy the same at once. The constables of the Territory will attend at their respective polls, and will hold themselves subject to the orders of the judges for the preservation of order at the polls, and securing free access for the voters; and for this purpose may call upon any citizens present to aid them in the performance of their duty if necessary.

Qualifications of Voters.

By the Territorial bill it is provided as follows: "That every free white male inhabitant above the age of twenty-one years, who shall be an actual resident of said Territory, and shall possess the qualifications hereinafter prescribed, shall be entitled to vote at the first election: *Provided*, That the right of suffrage and of holding office shall be exercised only by citizens of the United States, and those who shall have declared on oath their intention to become such, and shall have taken an oath to support the constitution of the United States and the provisions of this act: *And provided further*, That no officer, soldier, seaman or marine, or other person in the army or navy of the United States, shall be allowed to vote or hold office in said Territory by reason of being on service therein."

By the term "white," as used in this and other laws of a similar character, is meant pure unmixed white blood. The man who has any mixture from the darker races, however small the proportion, is not regarded as a white man. This has been repeatedly decided, and may be regarded as settled. When a voter has only declared his intention to become a citizen, he must be sworn by the judges of election, or by a judge or justice of the peace, to support the constitution of the United States, and the provisions of the act of Congress, passed May 30, 1854, to organize the Territories of Nebraska and Kansas. When so sworn, the word "oath" should be marked opposite his name on the list of voters; and a voter who has had this oath once administered, will not, of course, be required to repeat it.

It will be seen that the act of Congress is drawn with much care, to exclude non-residents from the polls. It provides that a voter shall be an "inhabitant" and an "actual resident." A voter must dwell here at the time of offering his vote; he must then have commenced an actual inhabitancy, which he actually intends to continue permanently, and must have made the Territory his dwelling-place, to the exclusion of any other home.

The meaning of the last proviso, relative to the army and navy, is, that the persons designated in it shall not vote, if their inhabitancy in the Territory is referrible only to the performance of their duties. Like other persons, it is not enough that they should be in the Territory, but they must dwell in it *as their permanent home;* and the officer or soldier who would vote, must have a residence here irrespective and independent of his presence here under orders.

Every voter must vote in the election precinct where he resides, and

not elsewhere. Experience has demonstrated this to be a wise regulation, and it has been adopted in nearly all the States as a necessary provision against error, confusion, and fraud.

Contested Elections.

In case any persons shall desire to contest the election in any district of the Territory, they shall make a written statement, directed to the governor, setting forth the particular precinct or district they intend to contest, the candidate whose election they dispute, and the specific causes of complaint in the conduct or return of the said election; which complaint shall be signed by not less than ten qualified voters of the Territory, and with affidavit of one or more such voters to the truth of the facts set forth therein. Such written statement must be presented to the governor, at his office, on or before the fourth day of April, A. D. 1855; and if it shall appear that the result of the election in any council district might be changed by said contest, a day will be fixed for hearing the same.

Apportionment of members of the Legislature, and list of Districts.

Apportionment.—The entire number of qualified voters in the Territory, as appears from the census returns, is two thousand nine hundred and five. The ratio of representation in the council is two hundred and twenty-three, and in the house of representatives one hundren and eleven.

Council districts.—The first, fourth, and seventeenth election districts, containing four hundred and sixty-five voters, shall constitute the first council district, and elect two members of the council.

The second election district, and so much of the thirteenth as is embraced in the Kansas half-breed lands, containing two hundred and twelve voters, will constitute the second council district, and elect one member of the council; and the voters thus detached from the thirteenth will vote at the place of election fixed for the second election district.

The third, seventh, and eighth election districts, containing one hundred and ninety-three voters, will constitute the third council district, and elect one member of the council.

The fifth election district, containing four hundred and forty-two voters, will constitute the fourth council district, and elect two members of the council.

The sixth election district, containing two hundred and fifty-three voters, will constitute the fifth council district, and elect one member of the council.

The ninth, tenth, eleventh, and twelfth election districts, containing two hundred and one voters, will constitute the sixth council district, and elect one member of the council.

The Wolf River precinct and Doniphan precinct of the fourteenth, the whole of the eighteenth, and so much of the fifteenth election district as lies north of Walnut creek and its main branch and a due west line from its source, containing two hundred and forty-seven

voters, shall constitute the seventh council district, and elect one member of the council ; and the voters who are thus detached from the fifteenth will vote at the Doniphan precinct.

The Burr Oak precinct of the fourteenth district, containing two hundred and fifteen voters, will constitute the eighth council district, and elect one member of the council.

The residue of the fifteenth election district, containing two hundred and eight voters, will constitute the ninth council district, and elect one member of council.

The sixteenth and residue of the thirteenth election districts, containing four hundred and sixty-eight voters, will constitute the tenth council district, and elect two members of council.

Representative districts.—The seventeenth and fourth election districts, containing ninety-seven voters, shall constitute the first representative district, and elect one member.

The first election district, containing three hundred and sixty-nine voters, shall be the second representative district, and elect three members.

The second council district shall be the third representative district, and elect two members.

The third election district, containing one hundred and one voters, shall be the fourth representative district, and elect one member.

The seventh and eighth election districts, containing ninety-two voters, shall be the fifth representative district, and elect one member.

The sixth election district shall be the sixth representative district, and elect one member.

The fifth election district shall be the seventh representative district, and elect four members.

The ninth and tenth election districts, containing ninety-nine voters, shall be the eighth representative district, and elect one member.

The eleventh and twelfth election districts, containing one hundred and two voters, shall be the ninth representative district, and elect one member.

The residue of the thirteenth election district, containing eighty-three voters, shall be the tenth representative district, and elect one member.

The seventh council district shall be the eleventh representative district, and elect two members.

The eighth council district shall be the twelfth representative district, and elect two members.

The sixteenth election district, containing three hundred and eighty-five voters, shall be the fourteenth representative district, and elect three members.

Witness my hand and the seal of the said Territory, this eighth day of March, A. D. 1855.

A. H. REEDER,
Governor, &c.

Attest: DANIEL WOODSON,
Secretary.

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas, }

On this second day of March, A. D. 1855, before the undersigned, a justice of the peace in and for the said Territory, personally appeared Robert S. Merchant, a constable of the fifteenth district of said Territory, who, being duly sworn, deposes and says that he will support the constitution of the United States, and perform faithfully the duties of his said office.

R. S. MERCHANT.

Sworn and subscribed March 2, 1855, before me.

E. S. WILHITE,
Justice of the Peace.

MARCH 13, 1855.

Commission issued to Thomas C. Warren, as justice of the peace for the fifth district.

Commission issued to Joseph Gooding, as constable for the fifth district.

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas, }

On this thirteenth day of March, A. D. 1855, before the undersigned, governor of said Territory, personally appeared Harrison Burson, esq., a justice of the peace of said Territory, in and for the second district, who, being duly sworn, deposes and says that he will support the constitution of the United States, and faithfully discharge the duties of his said office.

HARRISON BURSON.

Sworn and subscribed before me, March 13, A. D. 1855.

A. H. REEDER.

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas, }

On this twenty-eighth day of March, A. D. 1855, before the undersigned, a justice of the peace of the Territory of Kansas, personally appeared Marcus H. Rose, esq., a justice of the peace in and for the seventh district of said Territory, who, being duly sworn, deposes and says that he will support the constitution of the United States, and faithfully discharge the duties of his said office.

MARCUS H. ROSE.

Sworn and subscribed before me, March 28, A. D. 1855.

A. J. BAKER,
Justice of the Peace.

APRIL 4, 1855.

Resignation of Alfred Cunningham, as constable for the sixteenth district, received.

APRIL 5, 1855.

The governor, with D. Woodson, secretary of the Territory, and J. A. Halderman, executive clerk, proceeded to open and examine the returns of election for members of council and house of representatives in the several districts of the Territory, held on the 30th day of March last, when it appeared that the following returns and other papers had been received:

FIRST COUNCIL DISTRICT.

First Representative District.

List of voters.....1044

Oaths of J. B. Abbott, Hugh Cameron, Theodore E. Benjamin, and Robert A. Cummings, in form prescribed.

Tally-list for Council.		For House of Representatives.	
Thos. Johnson	780	James Whitlock	780
E. Chapman	783	A. B. Wade	781
J. K. Goodin	254	J. M. Banks	781
S. N. Wood	255	John Hutchinson	252
		E. D. Ladd	253
		P. P. Fowler	254
		S. C. Pomeroy	1
		D. L. Croysdale	1
		A. F. Powell	1
		W. P. Atwood	1
		R. G. Elliott	1

Return of Hugh Cameron, Robert A. Cummings, and Theodore E. Benjamin, in form prescribed, with an erasure of the words "*by lawful resident voters,*" showing for

Members of Council.		Members of House of Representatives.	
Thomas Johnson	780	James Whitlock	780
Edward Chapman	783	A. B. Wade	781
Joel K. Goodin	254	John M. Banks	781
Sam'l. N. Wood	255	John Hutchinson	252
Charles Garrett	1	E. D. Ladd	253
Noah Cameron	1	P. P. Fowler	254
		Samuel C. Pomeroy	1
		D. L. Croysdale	1
		A. F. Powell	1
		D. Atwood	1
		R. G. Elliott	1

SECOND REPRESENTATIVE DISTRICT.

Fourth Election District.

List of voters..... 80

Oaths of David Pultz, Thomas Mockbee, and J. B. Davis, omitting as follows: "That I will reject the votes of all non-residents that I shall believe have come into the Territory for the mere purpose of voting; that in all cases where I am ignorant of the voter's right, I will require legal evidence thereof, by his own oath or otherwise; and that I will truly count and record the votes received, and make a true and faithful return thereof to the governor of said Territory," and adding, in lieu thereof, the words, "That we will deliver as soon as possible the paper to the governor of said Territory."

Tally-list for Council.		For House of Representatives.	
Thos. Johnson	78	A. S. Johnson	77
E. Chapman	78	A. F. Powell	3
S. N. Wood	2		
J. K. Goodin	2		

Return of same judges in form prescribed, omitting the words "*by lawful resident voters*," showing:

For Council.		For House of Representatives.	
Thos. Johnson	78	A. S. Johnson	78
E. Chapman	78	A. F. Powell	3
S. N. Wood	2		
J. K. Goodin	2		

Seventeenth Election District.

List of voters..... 62

Oaths of judges C. B. Donalson, Charles Boles, and Cyprian Choteau that they "will perform the duties of judges of election in and for the seventeenth district of the Territory of Kansas, according to law and the best of our abilities, and will studiously endeavor to prevent fraud, deceit, and abuse in conducting the same."

Tally-list for Council.		For House of Representatives.	
Thos. Johnson	42	A. S. Johnson	43
E. Chapman	43	A. F. Powell	16
S. N. Wood	16		
Joel K. Goodin	16		

Return of same judges in form prescribed by proclamation, showing:

For Council.		For House of Representatives	
Thos. Johnson	42	A. S. Johnson	43
E. Chapman	43	A. F. Powell	16
S. N. Wood	16		
Joel K. Goodin	16		

Protest of Samuel F. Tappan and twenty others, claiming to be residents of the first election district, to declare void, to set aside the returns and election in said district, or that certificates be given to Joel K. Goodin and S. N. Wood for council, and to John Hutchinson, E. D. Ladd, and P. P. Fowler, for the reason that six or seven hundred armed men encamped in the vicinity of the polls on the 29th and 30th of March, collected around said polls, and kept them in their possession on the day of the election till late in the afternoon, and who left the district during the afternoon and the ensuing day. Said persons were strangers, believed to come from the State of Missouri. Citizens of the district were threatened with violence and prevented from voting. Affidavit by all the signers, together with affidavits of Harrison Nichols, Edwin Bond, David Congee, N. B. Blanton, and Samuel Jones, tending to prove threats, violence, and non-resident voting.

Protest of Perry Fuller and E. W. Moore, judges appointed to hold the election, and twenty-nine other persons, claiming to be residents, complaining that the said election was opened by unauthorized judges at 8 o'clock a. m., and at a place different from that prescribed in the proclamation, and that non-residents surrounded the polls with fire-arms and voted indiscriminately. Affidavit of Perry Fuller and E. W. Moore.

SECOND COUNCIL DISTRICT.

Third Representative District.

List of voters..... 341

Oaths of F. E. Lehay, Paris Ellison, and Sherman J. Waful, in form prescribed. Affidavit before G. W. Taylor.

Return of same judges, showing the following result:

For Council.		For House of Representatives.	
A. McDonald	318	G. W. Ward	318
J. A. Wakefield	12	O. H. Brown	318
		Isaac Davis	12
		E. Gellacy	12

Report of Harrison Benson and Nathaniel Ramsay, under oath, that they entered upon their duties as judges of election, and polled some few votes, when they were driven from the room by a company of armed men from the State of Missouri, who threatened their lives, and commenced to destroy the house and beat in the door, demanding the right to vote without swearing to their place of residence; that having made their escape with the poll-books and certificates, they were followed by said persons, and the said papers taken by force.

Protest of A. B. Woodward and nineteen other persons, claiming to be citizens of said district, against the election in said district of A. McDonald, O. H. Brown, and G. W. Ward, for the reason that several hundred men from the State of Missouri presented themselves to vote at said election, and, upon being required by the judges to swear

to their place of residence, they threatened to take the lives of the judges and tear down the house, and prepared to demolish the house. One of said judges ran out of the house with the ballot-box, and the other two were driven from the ground; that the citizens of the district then left, and the persons from Missouri proceeded to elect other judges and hold an election; with affidavit of J. E. Archibald and G. W. Umburger, with an additional affidavit of Joseph M. Nace, tending to prove violence and threats of death to any voter swearing to his residence, and that he was dragged by force from the window and prevented from voting.

THIRD COUNCIL DISTRICT.

Fourth Representative District.

List of voters..... 376

Tally-list for Council.		House of Representatives.	
H. J. Strickler	370	D. L. Croysdale	366
A. McDonald	1	E. K. Halliday	4
		G. W. Ward	1

With certificate annexed that the judges appointed by the proclamation did, after the hour of 9 a. m., severally refuse to join in holding said election; and the subscribers, James M. Small, Horatio Cox, and John Horner, were selected, through tellers, by voters on the ground, to act as judges of said election; and that the same is a true and perfect tally-list, made out according to the instructions of the governor, from a list of votes polled at said election.

Oaths of Jas. M. Small, Horatio Cox, and John Horner, judges, in form prescribed by proclamation, except the following erasure: "And whom I shall not honestly believe to be a qualified voter according to the provisions of an act of Congress organizing said Territory; that I will reject the votes of all non-residents whom I shall believe have come into the Territory for the mere purpose of voting; that in all cases where I am ignorant of the voter's right, I will require legal evidence thereof by his own oath or otherwise."

Fifth Representative District.

List of voters..... 234

Tally-list for Council.		For House of Representatives.	
H. J. Strickler	211	M. W. McGee	210
William F. Johnson	23	E. Baker	1
		H. Rice	23

With certificate of L. H. Chitington, Andrew Johnson, and Eli Snyder, as judges, in form prescribed by proclamation, omitting the word "resident."

Eighth Election District.

List of voters..... 37

Tally-list for Council.		For House of Representatives.	
Strickler	17	Baker	25
Rice	17	McGee	12
F. McGee	2		

Oaths of Emanuel Monier, Thomas S. Huffaker, and Samuel B. Smith, in form prescribed. Return of same judges in form prescribed, showing:

For Council.		For House of Representatives.	
Rice	17	A. J. Baker	25
Strickler	17	M. McGee	12

Protest of T. J. Thornton and fifteen other persons claiming to be voters of said Territory and third council district, complaining that the judges appointed in said district failed to organize the board in consequence of two of them refusing to take the oath prescribed, and that through fear of personal violence the said judges were compelled to vacate their seats and permit the people assembled on the ground to choose a board of their own number; and that the actual residents were either driven from the polls, or intimidated from offering their votes, by from three to six hundred persons, actual residents of other States; and that few, if any, of the votes were cast by citizens of the Territory, and praying that the election may be set aside as illegal and void. With affidavit of A. G. Adams, Daniel H. Horner, H. B. Burgess, and F. R. Foster.

Protest of Hallam Rice, and eleven other persons, claiming to be citizens of the seventh election district, protesting against the election of H. J. Strickler and M. W. McGee, for the reason that they were elected by a number of voters from the State of Missouri, who arrived the day before, in about fifty wagons, and on horseback, and returned after voting; they lived in Missouri, and did not intend to live in Kansas; and that one of the judges appointed on the ground was a resident of Missouri; and that the judges were not sworn; that no oath or affirmation was required of any voter; with affidavit of Hallam Rice and J. R. Stewart.

Fourth Council District.

Fifth Representative District—Bull Creek precinct.

List of voters.....393

Tally-list for Council.		For House of Representatives.	
A. M. Coffee	379	Wm. A. Heiskell	377
D. Lykens	376	A. Wilkinson	375
M. T. Morris	9	Henry Younger	375
James P. Fox	9	Samuel Scott	377
		John Serpell	9
		A. Poore	9
		S. H. Houser	9
		Wm. Jennings	9

Oaths of B. F. Payne, B. C. Westfall, and J. J. Park, in form prescribed. Certificate of J. J. Park, judge, that two of the

judges appointed by proclamation, being absent at nine o'clock, a. m., he had filled the vacancies by appointing B. F. Payne and B. C. Westfall.

Return of same judges, in form prescribed, showing—

For Council.		For House of Representatives.	
A. M. Coffee	377	William A. Heiskell	377
D. Lykens	376	A. Wilkinson	375
M. T. Morris	9	Henry Younger	375
J. P. Fox	9	Samuel Scott	377
		John Serpell	9
		A. Poore	9
		S. A. Houser	9
		Wm. Jennings	9

Pottawatomie Creek precinct.

List of voters 266

Oaths of Samuel C. Wear, W. S. Forqueron, and William Chesnut, in form prescribed.

Tally-list, with certificate of return prefixed, showing—

For Council.		For House of Representatives.	
A. M. Coffee	199	Wm. A. Heiskell	198
D. Lykens	199	A. Wilkinson	198
M. T. Morris	65	Henry Younger	198
James P. Fox	63	Samuel Scott	198
		John Serpell	61
		A. Poore	54
		S. H. Houser	64
		Wm. Jennings	62
		J. Huff	11
		Cronklitt	3
		O. C. Brown	1
		C. H. Crane	2

Big Sugar Creek precinct.

List of voters 91

Oaths of James McArthur, A. H. Smith, John E. Brown, and Elisha Tucker, judges, in form prescribed.

Tally-list—

Coffee	74	Serpell	17
Lykens	74	Poore	16
Fox	16	Houser	17
Morriss	17	Jennings	17
		Heiskill	74
		Wilkinson	74
		Younger	74
		Scott	74

Return of John E. Brown, Elisha Tucker, and A. H. Smith, judges of election, in form prescribed, showing—

For Council.		For House of Representatives.	
James P. Fox	16	John Serpell	17
Morriss	17	A. Poore	16
A. M. Coffee	74	S. H. Houser	17
D. Lykens	74	William Jennings	17
		William H. Heiskell	74
		A. Wilkinson	74
		Henry Younger	74
		Samuel Scott	74

Little Sugar Creek precinct.

Oaths of William Parks, Isaac D. Stockton, and Hiram Howdeshell, judges, in form prescribed.

List of voters 105

Tally-list for Council.		For House of Representatives.	
A. M. Coffee	31	Wm. Heiskell	33
D. Lykens	34	A. Wilkinson	32
M. T. Morriss	62	Henry Younger	35
James P. Fox	70	Samuel Scott	35
		John Serpell	62
		A. Poore	62
		S. H. Houser	64
		William Jennings	66
		Wm. Dyer	1

Return of same judges, in form prescribed, showing—

For Council.		For House of Representatives.	
A. M. Coffee	31	William A. Heiskell	33
D. Lykens	34	A. Wilkinson	32
M. T. Morriss	64	Henry Younger	35
James P. Fox	70	Samuel Scott	35
		Adam Poore	62
		John Serpell	62
		S. H. Houser	64
		William Jennings	66
		William Dyer	1

Protest of James B. Abbott, and ten others, claiming to be legal voters of Kansas Territory, alleging that the persons who acted as judges at the Bull Creek precinct were not duly sworn, and praying that the election be set aside.

FIFTH COUNCIL DISTRICT.

Seventh representative district.

Oaths of James Ray, William J. Godfry, and William Painter, judges of election, in form prescribed.

List of voters.....350

Tally-list for Council.	For House of Representatives.
William Barbee.....343	Joseph C. Anderson 315
	S. A. Williams 313
	J. Hamilton.....38
	William Musgrave.....16

Return of same judges, in form prescribed, showing—

For Council.	For House of Representatives.
William Barbee.....343	Joseph C. Anderson.....315
	S. A. Williams 313
	J. Hamilton 38
	William Musgrave..... 16

SIXTH COUNCIL DISTRICT.

Eighth representative district—Ninth election district.

Oaths of S. B. White, Robert Wilson, and A. D. Gibson, in form prescribed.

List of voters.....75

Tally-list, with certificate of judges, showing—

For Council.	For House of Representatives.
John Donalson.....23	S. D. Houston.....56
M. F. Conway 50	R. Garrett 18

Tenth election district—Blue River precinct.

Oaths of Joseph Stewart, William E. Dyer, and M. A. Garrett, in form prescribed.

List of voters..... 69

Tally-list for Council.	For House of Representatives.
John Donaldson 27	Russell Garrett..... 21
M. F. Conway..... 42	S. D. Houston..... 43

Return of above-named judges, according to form prescribed, showing—

For Council.	For House of Representatives.
M. F. Conway..... 42	S. D. Houston..... 43
John Donaldson 27	Russell Garrett..... 21

Rock Creek precinct.

Oaths of Henry Rammelt, James Wilson, and Francis Bergeron, according to form prescribed.

List of voters..... 23

Tally-list for Council.		For House of Representatives.	
M. F. Conway	21	S. D. Houston	21
John Donaldson	2	Russell Garrett	2

Eleventh election district—Ninth Representative district.

Oaths of Wm. P. McClure, S. W. Spratt, and George W. Pence, judges, according to form prescribed.

List of voters 331

Tally-list for Council.		For House of Representatives.	
John Donaldson	328	F. J. Marshall	328
M. F. Conway	3		

Return of same judges in form prescribed, showing—

For Council.		For House of Representatives.	
John Donaldson	328	F. J. Marshall	328
M. F. Conway	3		

St. Mary's precinct.

Oaths of L. R. Palmer, P. McCartney, and Alva Higbee, judges, in form prescribed.

List of voters 11

Tally-list for Council.		For House of Representatives.	
M. F. Conway	7	F. J. Marshall	4
John Donaldson	4	P. McCartney	7

Return of same judges, according to form prescribed, showing—

For Council.		For House of Representatives.	
John Donaldson	4	Palmer McCartney	7
M. F. Conway	7	F. J. Marshall	4

Silver Lake precinct.

Oaths of E. R. Kennedy, John H. Wells, and N. K. Windgardner, judges, according to form prescribed.

List of voters 31

Tally-list for Council.		For House of Representatives.	
John Donaldson	12	F. J. Marshall	4
M. F. Conway	19	S. McCartney	19

Return of same judges, according to form prescribed, showing—

For Council.		For House of Representatives.	
M. F. Conway	19	Solomon McCartney	19
John Donaldson	12	F. J. Marshall	12

Protest of M. F. Conway and ten others, claiming to be qualified voters of the Territory, against the election of John Donaldson and Thos. J. Marshall, complaining that upwards of three hundred votes were given by non-residents of the Territory at the Marysville precinct, and that the ballots received at the said precinct were opened and read by the judges before they were deposited in the ballot-box; together with the oath of M. F. Conway in support thereof, with the affidavit of Cole McCrea, that upwards of two hundred non-residents of the Territory passed west on the Leavenworth and Riley road, Wednesday and Thursday next preceding the election, declaring that they intended to vote at the Marysville precinct, and then return to their residence in Missouri, and that on the following Sunday and Monday he saw many of the same persons returning towards Missouri river, some of whom stated in the presence of their associates that they had voted and done the thing up right.

SEVENTH COUNCIL DISTRICT.

Eleventh representative district—Wolf River precinct.

Oaths of G. R. Wilson, Jas. M. Irwine, and E. V. B. Rogers, judges, according to prescribed form.

List of voters.....78.

Tally-list for Council.		For House of Representatives.	
John W. Foreman	74	J. H. Stringfellow	57
		R. L. Kirk	52
		G. A. Cutter	15
		J. Ryon	8
		John Landis	8
		T. J. Vanderslice	1

Returns of same judges in form prescribed, showing—

For Council.		For House of Representatives.	
John W. Foreman	74	J. H. Stringfellow	57
		R. L. Kirk	52
		G. A. Cutter	15
		J. Ryon	8
		Jno. Landis	8
		T. J. Vanderslice	1

Doniphan precinct.

Oaths of A. H. Dunning, N. J. Ireland, and Wm. P. Lamb, judges, in form prescribed.

List of voters..... 346
Tally-list.....None.

Return of same judges, showing—

For Council.		For House of Representatives.	
John W. Foreman	343	J. H. Stringfellow	313
		R. L. Kirk	292
		G. A. Cutter	30
		S. K. Miller	2
		T. Vanderslice	4
		Jno. Landis	25
		J. Ryon	18

Eighteenth election district.

Oaths of Jesse Adamson, Thos. J. B. Cramer, and John Belew, judges, according to form prescribed.

List of voters 62

Tally-list for Council.		For House of Representatives.	
John W. Foreman	61	J. H. Stringfellow	48
		—— Kirk	50
		—— Ryon	1
		—— Cutter	14
		—— Landis	13

Return of same judges in form prescribed, showing—

For Council.		For House of Representatives.	
John W. Foreman	61	J. H. Stringfellow	48
		R. L. Kirk	50
		G. A. Cutter	14
		Jno. Landis	13
		Joel Ryon	1

EIGHTH COUNCIL DISTRICT.

Twelfth representative district—Burr Oak precinct.

Oaths of H. J. Johnson, Carey B. Whitehead, and Albert Head, judges, in form prescribed.

List of voters 303

Tally-list for Council.		For House of Representatives.	
William P. Richardson	234	Joel P. Blair	256
Jno. W. Whitehead	68	Thos. W. Waterston	258
		John Fee	2

Return of same judges, in form prescribed, showing—

For Council.		For House of Representatives.	
Wm. P. Richardson	234	Joel P. Blair	256
John W. Whitehead	68	Thos. W. Waterston	258
		John Fee	2

NINTH COUNCIL DISTRICT.

Thirteenth representative district,

Oaths of M. T. Baily, E. R. Zimmerman, and Thos. J. Thompson, judges, according to prescribed form.

List of voters..... 417

Tally-list for Council.		For House of Representatives.	
D. A. N. Grover	411	H. B. C. Harris	412
——— Freeland	1	J. Weddell	412

Return of same judges, showing—

For Council.		For House of Representatives.	
D. A. N. Grover	411	H. B. C. Harris	412
J. Freeland	1	J. Weddell	412

TENTH COUNCIL DISTRICT.

Tenth representative district.

Oaths of H. B. Corey, J. B. Ross, and J. Atkinson, judges, according to form prescribed. Return of same judges, stating that having been sworn, they proceeded to open said election and received votes; but that a vast number of citizens from Missouri assembled on the ground for the purpose of illegally voting, who surrounded the window and obstructed the citizens of the Territory from depositing their votes, and caused many of the said legal voters to leave without voting, and that the said judges, in consequence of the determination of citizens of Missouri to vote, and no voters from said district voting, or offering to vote, they left the ground.

Oaths of Richard Chandler, N. B. Hopewell, and William M. Gardner, judges, that they will act as judges of the election, and will conduct said election impartially and to the best of their ability, in accordance with the act of Congress organizing the Territory.

List of voters..... 242

Tally-list, with certificate of return prefixed, showing—

For Council.		For House of Representatives.	
R. R. Reese	233	W. H. Tebbs	237
L. J. Easton	233	E. Hart	3
B. H. Twombly	6		
A. J. Whitney	6		

Fourteenth representative district.

Oaths of Lewis N. Reese and George B. Panton that they will support the constitution of the United States, and will faithfully demean themselves as judges of the election, and will faithfully carry out the provisions of the act of Congress organizing the Territory. Oath of Matt. France in prescribed.

List of voters..... 964

Tally-list for Council.		For House of Representatives.	
Reese	896	W. G. Mathias	899
Eastin	893	H. D. McMakin	897
B. H. Twombly	60	A. Payne	894
A. J. Whitney	59	F. G. Braden	59
Kuykendall	1	Samuel France	59
		F. Browning	58

Return of same judges, omitting the words "by lawful resident voters," showing—

For Council.		For House of Representatives.	
R. R. Reese	896	W. G. Mathias	899
L. J. Eastin	893	H. D. McMakin	897
B. H. Twombly	60	A. Payne	894
A. J. Whitney	59	Felix G. Braden	59
Jas. Kuykendall	1	Samuel France	59
		F. Browning	58

Protest of Wm. Phillips and thirteen others, claiming to be citizens of the sixteenth election district, against the election of R. R. Reese, L. J. Eastin, Wm. G. Mathias, H. D. McMakin, and A. Payne, for the reasons that the judges of election did not take the required oath of office; that residents of Missouri came to the said district, voted, and immediately returned to Missouri; that many of the citizens of said district were deterred from voting by the conduct of citizens from Missouri—supported by the affidavit of William Phillips.

Protest of Andrew McDonald and others against the governor's power to hear and decide against contestants for seats in the legislative assembly, as a usurpation of power not granted by the act of Congress organizing the Territory, and founded on a misconstruction of the said act; that the governor is bound to recognise as legal votes all those received, under the restrictions imposed by the organic act of the Territory and the proclamation; and that illegal votes are those where the returns show a non-compliance with those restrictions, and claiming from the governor certificates of their election.

Communication from A. M. Coffee and David Lykens, claiming certificates as members of the council from the fifth election district, and claiming that they were elected by a majority of the legal voters of the district.

April 6, 1855.

Decision of the Governor upon the returns of election held 30th March, 1855.

First Council District.—Besides the protest filed against the election at Lawrence for importation of voters, there is a defect in the return. The words "lawful resident voters" are stricken out. The Lawrence election is, therefore, set aside, and a new election must be had for representatives.

Fourth Election District.—Besides the protest filed in this, there are material omissions in oath and return purposely made. This must also be set aside.

Seventeenth Election District.—The form of return is correct as prescribed, and no protest for illegal voting. The form of oath differs

from that prescribed, but it is a reaching one, and nearly, if not quite, equivalent to that prescribed, and, perhaps, ought to be sanctioned; if so, this district will elect—

Thomas Johnson and Edward Chapman for council, and A. J. Johnson representative.

Their election, however, is not declared at present, but held under advisement.

Second Council District.—The judges were sworn by G. W. Taylor, who had no authority to administer the oath. In addition, there is a protest complaining of importation of voters, and violent expulsion of the original judges. For want of sufficient oath, the election is set aside, and a new election for council and representatives ordered.

Third Council District.—Besides the protest for violent expulsion of the judges at the Tecumseh polls, and for illegal votes, there are material erasures in the oath, purposely made—return in form prescribed. This is held under advisement for the present, but will probably be set aside; and, if so, a new election will be ordered for representatives.

Seventh Election District.—Besides the protest complaining of a large number of illegal votes, the judges do not appear to have been sworn at all. The poll is, therefore, set aside.

Eighth Election District.—No protest is filed, and the proceedings are in regular prescribed form. A majority of votes for members of the house of representatives are cast for A. J. Baker, esq., and he is declared elected in the fifth representative district. For council, the vote is a tie between H. J. Stickler and H. Rice; so that, as to council, the result still depends upon the Tecumseh poll.

Fourth Council District.—Of the four precincts, Bull creek is the only one contested, that from Pottawatomie creek being withdrawn. Suppose the complaint to be true, if successful it cannot alter the result. The remaining three precincts are uncontested, and in form, and gave a majority to A. M. Coffee and David Lykens for council; W. A. Heiskell, Allen Wilkinson, Henry Younger, and Samuel Scott for the house of representatives, and they are declared elected.

Fifth Council District.—The returns are all in due form, and no protest. William Barbee for council, and Joseph C. Anderson and S. A. Williams for house of representatives, are declared elected.

Sixth Council District.—The ninth and tenth election districts are in form as to their returns; no protest. S. D. Houston is declared elected representative in the eighth representative district.

In addition to the protest against the eleventh election district, (being the poll at Marysville,) the returns show a fatal defect. Instead of conducting the election by ballot, it must have been held *viva voce*, as the manner in which each person voted is recorded at once opposite his name. As the proclamation required the election to be by ballot, and the tickets to be counted after closing the polls, it is impossible to sustain this return. It is accordingly set aside. The residue of the district gives M. F. Conway a majority for council, and he is declared elected.

In the ninth representative district, the Marysville poll being set

aside, the returns of St. Mary's and Silver Lake give Solomon McCartney, 19; F. J. Marshall, 16; Palmer McCartney, 7; and Solomon McCartney is declared to be elected. It is alleged there is no such man, and that the vote for him was cast under mistake of the name of Palmer McCartney. A slight difference in names should always be disregarded, to carry out the will of the voter; but the difference here is too great to be reconciled. If these facts are shown, as alleged, the vote for Solomon McCartney is a nullity, and the certificate will be granted to Francis J. Marshall.

Seventh Council District.—The returns in form, and no protest. John W. Foreman for council; J. H. Stringfellow and R. L. Kirk for house of representatives, are declared elected.

Eighth Council District.—The returns in form, and no protest. Wm. P. Richardson for council; Joel P. Blair and Thomas W. Watterson for house of representatives, are declared elected.

Ninth Council District.—Returns in form and no protest. D. A. N. Grover for council; H. B. C. Harris and J. Weddell for house of representatives, are declared elected.

Tenth Council District.—Besides the protest filed against the Leavenworth poll for illegal voting, it appears that the judges purposely struck out a material part of the prescribed form of return, to wit: that the votes were polled "by lawful resident voters." This poll is set aside, and a new election for representative becomes necessary. In the thirteenth election district the protest filed has been withdrawn, and the result stands upon the return of the judges who conducted the election; and a counter-statement of the judges appointed by the proclamation, who, after having taken the oath and entered upon the performance of their duties, abandoned the polls and left the ground, because, as they say, a large number of non-residents were on the ground demanding to vote and obstructing the polls, and because no lawful votes were presented. This is not a protest as provided for in the proclamation; and even if regarded as a report or return by them, relative to the performance of their official duties, does not disclose a sufficient reason for vacating their posts. They were not drawn away by force. If illegal votes were offered, it was their duty to remain and reject them. If the polls were obstructed, it was their business, at least, to endeavor to clear them; and, at all events, to endeavor to remain at their posts in the performance of their duty until the time for closing the polls, unless driven away by violence. The place they left was filled by other judges, appointed according to the proclamation; and their return, which is in form, and no protest before me, shows a majority for L. J. Eastin and R. R. Reese for council; W. H. Tebbs for house of representatives; who are accordingly declared elected.

Record of oath.

UNITED STATES OF AMERICA, } *ss.*
Territory of Kansas, }

On the seventh day of April, A. D. 1855, before the undersigned, a justice of the peace of the Territory of Kansas, personally appeared George Brubaker, esq., a justice of the peace of the Territory of

Kansas, in and for the sixteenth district, who, being duly sworn, deposes and says that he will support the constitution of the United States and faithfully discharge the duties of his said office.

GEORGE BRUBAKER.

Sworn and subscribed April 7, 1855, before me.

GEO. RUSSELL,
Justice of Peace, sixteenth district, K. T.

Record of oath.

UNITED STATES OF AMERICA, } ss.
Territory of Kansas, }

On this seventh day of April, A. D. 1855, before the undersigned, a justice of the peace of the Territory of Kansas, personally appeared Saml. F. Few, a justice of the peace of said Territory, in and for the sixteenth district, who, being duly sworn, deposes and says he will support the constitution of the United States and will faithfully perform the duties of his said office.

SAML. F. FEW.

Sworn and subscribed, April 7, 1855, before me.

GEO. RUSSELL,
Justice of Peace, sixteenth district, K. T.

APRIL 16, 1855.

The governor declares Rev. Thomas Johnson and Edward Chapman to be duly elected members of council from the first council district, and Alexander S. Johnson duly elected member of the house of representatives from the first representative district.

The return of election held in the third election district for member of council and member of the house of representatives is set aside, for the objections stated in the entries of the 6th of April, 1855.

Same day proclamation issued for an election to fill the vacancies in the council and house of representatives, as follows, viz:

UNITED STATES OF AMERICA, } ss.
Territory of Kansas, }

[SEAL.] I, Andrew H. Reeder, governor of the said Territory, do hereby proclaim and make known to the qualified voters of said Territory, that an election will be held on Tuesday, the twenty-second day of May, A. D. 1855, in the first election district of said Territory, for three members of the house of representatives; in the second election district, for one member of council and two members of the house of representatives; in the third election district, for one member of the house of representatives; in the third, seventh, and eighth election districts, severally, for one member of council to represent the

third council district; and in the sixteenth election district, for three members of the house of representatives, under and in conformity to the apportionment of said Territory, heretofore made, and to fill vacancies existing in the representative and council districts, of which the said election districts are respectively composed. The said election shall be held by ballot, and shall be conducted as hereinafter prescribed.

The election in the *first election district* shall be held in the house of W. H. R. Lykens, in the town of Lawrence.

Judges: William Yates, Joel Grover, and Josiah Miller.

The election in the *second election district* shall be held at the house of Harrison Benson, on the Wakarusa river.

Judges: Harrison Benson, Nathaniel Ramsay, and William Simmons.

The election in the *third election district* shall be held at the house of Thomas N. Stinson, in the town of Tecumseh.

Judges: Daniel H. Horne, James Gilpatrick, and S. D. Stateler.

The election in the *seventh election district* shall be held at the house of J. B. Titus, on the Santa Fé road.

Judges: Eli Snyder, D. Foster Harvey, and Joseph McIntyre.

The election in the *eighth election district* shall be held at the Council Grove mission-house, near the Santa Fé road.

Judges: Thos. S. Hoffaker, Emanuel Monier, and S. B. Smith.

The election in the *sixteenth election district* shall be held at the house of Keller & Kyle, in the town of Leavenworth.

Judges: Matt. France, James M. Lyle, and Adam Fisher.

Instructions to judges of election.

The three judges will provide for each poll proper ballot-boxes for the reception of the tickets, and will assemble at their respective polls at or before 8 o'clock a. m., of the day of election, and will take and subscribe (in duplicates) the printed oaths which will be furnished them, and a copy of which is hereto appended. This oath must be administered by a judge or justice of the peace, if one be present; and if not, the judges can mutually administer the oath to each other. In case of the absence of one or two of the judges at 9 o'clock a. m., the vacancy be will filled by the judge or judges present; and in case any vacancy shall occur after the judges are sworn, it shall be filled in the same manner. In case none of the judges attend at 9 o'clock a. m., the voters on the ground may select persons to fill their places. In case (from any cause) it shall be impossible for the election to be held at the designated place, the judges may, at 9 o'clock a. m., adjourn the election to the most convenient place in the vicinity, taking proper precautions to inform the voters of the place adjourned to. The judges will keep two corresponding lists of the persons who shall vote, numbering each name. They must be satisfied of the qualifications of every person offering to vote, and may examine the voter or any other person, under oath, upon the subject.

The polls will be kept open until six o'clock p. m., and then closed

unless voters are present offering to vote; and in that case, shall be closed as soon thereafter as votes cease to be constantly offered.

When the polls are closed, the judges will proceed to open and count the votes, and will keep two corresponding tally-lists on which they will tally each ticket as it is called by the judge who will open the ballots, which must be done without interference or handling by any other person. When the votes are thus counted off, and the tally-lists shall agree, the judges shall publicly proclaim the result, and shall fill up and sign the duplicate returns, which will be furnished them, and a copy of which is hereto appended. They will then carefully replace the said tickets in the ballot-boxes, together with one copy of the oath of each judge; one copy of the return; one of the tally-list, and of the list of voters, and will seal up and preserve the same to be produced if required. The remaining copies of the oath, list of voters, tally-list, and return, will be sealed up, directed to the governor of the Territory, and delivered to him at his office at the Shawnee Mission, by one of the judges in person, on or before the 29th day of May, A. D. 1855.

The constables of the Territory will attend at their respective polls, and hold themselves in readiness to execute the orders of the judges for the preservation of peace and good order at the polls, and securing free access for the voters; and for this purpose may call upon any citizens present to aid them in the performance of their duty, if necessary.

All persons are forbidden to bring, sell, or deal out, in the immediate vicinity of the polls, any intoxicating liquors; and the judges of election, whenever they shall deem this regulation violated so as to interfere with the proper conducting of the election, may order the same to be removed; and if the owner shall fail to remove the same, may direct the constables or other fit persons to take charge of such liquor until the polls are closed, and, in case of resistance, to destroy the same at once.

Qualifications of voters.

By the Territorial bill, it is provided as follows:

"That every free white male inhabitant above the age of twenty-one years, who shall be an actual resident of said Territory, and shall possess the qualifications hereinafter prescribed, shall be entitled to vote at the first election: *Provided*, That the right of suffrage and of holding office shall be exercised only by citizens of the United States and those who shall have declared on oath their intention to become such, and shall have taken an oath to support the constitution of the United States and the provisions of this act: *And provided further*, That no officer, soldier, seaman or marine, or other person in the army or navy of the United States, or attached to troops in the service of the United States, shall be allowed to vote or hold office in said Territory by reason of being on service therein."

By the term "white," as used in this and other laws of a similar character, is meant pure unmixed white blood. The man who has any mixture from the darker races, however small the proportion, is not regarded as a white man.

When a voter has only declared his intention to become a citizen, he must be sworn by competent authority, or the judges of election, to support the constitution of the United States and the provisions of the act of Congress passed May 30, 1854, to organize the Territories of Nebraska and Kansas, unless he has been so sworn previously.

It will be seen that the act is drawn with great care to exclude non-residents from the polls. It provides that the voter shall be an inhabitant, and an actual resident. A voter must dwell here at the time of offering his vote. He must then have commenced an actual inhabitancy which he intends to continue permanently, and must have made the Territory his dwelling-place, to the exclusion of any other home.

The meaning of the last proviso, in relation to the army and navy, is, that the persons designated in it shall not vote if their inhabitancy is referrible only to the performance of their duties. Like all other persons, it is not enough that they should be in the Territory, but they must dwell in it as their permanent home; and the officer or soldier who would vote, must have a residence here, irrespective and independent of his presence under orders.

Every voter must vote in the election district where he resides. Experience has demonstrated this to be a wise regulation, and it has been adopted in nearly all the States as a necessary provision against error, confusion, and fraud.

Contested elections.

In case any persons shall desire to contest the election in any district, they shall make a written statement setting forth the particular election district they intend to contest, and the specific causes of complaint in the conduct or return of the election, which shall be signed by not less than ten qualified voters of the Territory, with affidavit of one or more voters to the truth of the facts. Such statement shall be presented to the governor, at his office, on or before the 29th day of May next, when, if it appear that the result may be changed thereby, a day will be fixed for the hearing, in order to decide whether the candidates returned are entitled to their certificates of election.

Given under my hand and seal of said Territory, this 16th day of April, A. D. 1855.

A. H. REEDER, *Governor, &c.*

By the governor:
DANIEL WOODSON, *Secretary.*

Same day proclamation issued for convening the legislative assembly of the Territory, as follows:

UNITED STATES OF AMERICA, } *ss.*
Territory of Kansas, }

[SEAL.] I, Andrew H. Reeder, governor of the Territory of Kansas, do hereby, under and by virtue of the act of Congress passed the thirtieth day of May, 1854, entitled "An act to organize the Territories of Nebraska and Kansas," proclaim and direct that the

lative assembly of the said Territory of Kansas will convene at own of Pawnee, in the ninth election district of said Territory, on irst Monday of July next, in the building which will be provided hat purpose.

ven under my hand and the seal of said Territory, this sixteenth of April, A. D. 1855.

A. H. REEDER, *Governor, &c.*

the governor:
DANIEL WOODSON, *Secretary.*

Record of oath.

ED STATES OF AMERICA, } ss.
Territory of Kansas, }

this sixteenth day of April, 1855, before the undersigned, per-lly appeared E. F. Barnard, a justice of peace of the said itory, in and for the sixteenth district, who, being duly sworn, ses and says that he will support the constitution of the United s, and will faithfully discharge the duties of his said office.

E. F. BARNARD.

orn and subscribed, April 16, 1855, before me.

SAMUEL D. LECOMPTE,
Chief Justice, K. T.

APRIL 17, 1855.

e governor leaves the Territory on a visit to his family in the of Pennsylvania.

MAY 29, 1855.

turns received from the elections held on the 22d of May, to fill icies, in pursuance of the governor's proclamation of the 16th of l, and filed away for the action of the governor upon his return e Territory.

JUNE 2, 1855.

e secretary, in the absence of the governor from the Territory, in pursuance of a requisition from the governor of the State of ana, issues an executive warrant to the marshal of the Territory, ting him to arrest and deliver to the authorities of the State of ana one Matt. France, charged with the crime of seduction, in tion of the laws of that State.

JUNE 23, 1855.

The governor returns to the Territory from a visit to his family in the State of Pennsylvania.

JUNE 25, 1855.

The governor declares John Hutchinson, Erastus D. Ladd and —— —— to be duly elected to the house of representatives from the second representative district; John A. Wakefield to be duly elected a member of the council from the second election district; and Augustus Wattles and William Jessee to be duly elected members of the house of representatives from the same election district; Jesse D. Wood to be duly elected a member of the council from the third council district; and William G. Mathias, A. Payne, and H. D. McMakin to be duly elected members of the house of representatives from the fourteenth representative district.

JUNE 27, 1855.

The executive office is removed from the Shawnee Manual Labor School, for the purpose of establishing it at the town of Pawnee, in the ninth election district.

34th CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 67.

ASSISTANT TREASURER'S OFFICE, NEW ORLEANS—ADDITIONAL CLERK.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING

The copy of a letter from the Assistant Treasurer at New Orleans, asking for an additional clerk.

MARCH 26, 1856.—Referred to the Committee of Ways and Means, and ordered to be printed.

TREASURY DEPARTMENT,
March 24, 1856.

SIR: I enclose, for the consideration of the Committee of Ways and Means, a copy of a letter received from the Assistant Treasurer at New Orleans, and would respectfully recommend that provision be made for the employment of an additional clerk, as asked for, at a salary of $1,500 per annum.

I am, very respectfully,
JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. BANKS, Jr.,
Speaker of the House of Representatives.

OFFICE OF THE ASSISTANT TREASURER UNITED STATES,
New Orleans, March 11, 1856.

SIR: Your letter of the 3d instant, requesting me to furnish disbursing officers with quarterly statements of their payments and credits, has been received. I shall proceed to execute your wishes with as little delay as the too limited means at my command affords. I have not been able heretofore to furnish these statements, owing to the great increase in the business of this office, and the additional labor imposed on my clerk, whose duties have grown to be more nu-

merous and arduous than prudence and safety should require to be performed by one person.

I deem it my duty, therefore, to state that the great care, accuracy, and despatch, demanded by this branch of the public service, renders the appointment of an additional clerk in this office necessary. In order to despatch business without unreasonable delay and with due care, I am compelled to devote much of my time, which is due to other equally important duties, to the assistance of my clerk, and not unfrequently to require the services of my mint clerks.

Should this clerk fall sick, or be necessarily absent at any time from the office, situated as I have described, you will readily perceive the difficulty and embarrassment of my situation.

I trust, therefore, that you will do me the kindness to give the matter your early consideration; and should you come to the conclusion that an additional clerk is necessary in this office, aid me with your kind co-operation in procuring the necessary authority for the appointment.

Very respectfully,

JAMES BREWER,
Assistant Treasurer United States.

Hon. JAMES GUTHRIE,
Secretary of the Treasury, Washington City, D. C.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 68.

BIRDS AND QUADRUPEDS OF NORTH AMERICA, &c.

LETTER

FROM

THE SECRETARY OF STATE,

TRANSMITTING

A copy of a letter from Mr. V. G. Audubon in relation to certain works on Birds and Quadrupeds of America, &c.

MARCH 26, 1856.—Referred to the Committee on the Library, and ordered to be printed.

DEPARTMENT OF STATE,
Washington, March 25, 1856.

SIR: I enclose a copy of a letter addressed to me by Mr. V. G. Audubon, with the remark that it often happens that foreign governments present to that of the United States valuable works, and it is desirable to have similar works to offer in return therefor. "The Birds of America" and "The Quadrupeds of North America" would be very proper books for that purpose.

I am, with great respect, your obedient servant,

W. L. MARCY.

Hon. N. P. BANKS, Jr.,
Speaker of the House of Representatives.

WASHINGTON CITY, *March* 21, 1856.

SIR: Having completed octavo editions of the two works called the "Birds of America," by J. J. Audubon, and "The Quadrupeds of North America," by J. J. Audubon and the Rev. John Bachman—the former in seven, and the latter in three volumes—I respectfully submit them to your inspection, in the hope that you will find these works worthy of a recommendation by you to the Committees on the Library (or on Printing) in Congress, with a view to such action being had as to authorize the State Department to order a certain number of copies of these works from me—say as many as you may deem advisable—for the purpose of making some return to foreign powers

which have given presents to our government, as evidence of their desire to cultivate the friendship of the United States.

Allow me, sir, to add, that the plates of the *large* editions of these works have been injured so much that no more copies can be produced from them, and that the number of impressions of the octavo editions is limited.

In case of your approval of the above works, I most respectfully ask of you to accede to the foregoing request, and assure you, sir, that I shall always remain,

Your obliged and most obedient servant,

V. G. AUDUBON.

Hon. W. L. MARCY,
Secretary of State of the United States, &c., &c.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 69.

NEBRASKA TERRITORY—ESTIMATES.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING

Estimates of appropriation, &c.

March 27, 1856.—Referred to the Committee of Ways and Means, and ordered to be printed.

Treasury Department,
March 26, 1856.

Sir: I have the honor to state that the secretary of the Territory of Nebraska, by direction of the governor, has transmitted to this department, the following estimates of appropriations, desired by the governor:

For completing the capitol of Nebraska, in addition to the sum of $50,000 already appropriated, $30,000. For the erection of a penitentiary for the Territory, $50,000. Estimated cost of a special session of the legislative assembly to be held for the consideration of a code of laws, to be reported at the next regular session, by commissioners appointed by the legislative assembly to draught the same, and of the mileage, per diem, and compensation of members, and of officers and clerks, and contingent expenses of said session, $12,000.

It appears proper for me to bring these applications to the attention of the House of Representatives, without feeling it to be incumbent on me to recommend any of the appropriations asked, and particularly not the sum required for holding a special session of the legislature for the single purpose of passing upon a code of laws.

The 16th section of the act of 22d August, 1854, entitled "An act to organize the Territories of Nebraska and Kansas," provides "that there shall hereafter be appropriated, as has been customary, for the Territorial governments, a sufficient amount, to be expended under the direction of the governor of the Territory of Nebraska, not exceeding the sums heretofore appropriated for similar objects, for the erection of suitable public buildings at the seat of government."

By the act of 5th August, 1854, there was appropriated for public

buildings in the Territory of Kansas, $25,000; and by the act of 3d of March, 1855, there was appropriated for the same object the further sum of $25,000; and by the act of 3d of March, 1855, there was appropriated for public buildings in the Territory of Nebraska the sum of $50,000.

Such appropriations are grants, in the nature of aid, to the new governments; and not being proper subjects of estimate for the necessary expenses of any of the departments of the government, it will be for Congress to determine whether or not a further grant shall be made in the present case for the objects stated.

I am, very respectfully,

JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. BANKS, JR.,
Speaker of the House of Representatives.

34TH CONGRESS, 1st Session. SENATE. Ex. Doc. No. 70

MESSAGE

OF

THE PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A report of the operations of the Mint and its branches, including the Assay Office, for the year 1855.

MARCH 27, 1856.—Read and ordered to be printed. Motion to print 1,000 additional copies, 500 of which to be for the use of the Director of the Mint; referred to the Committee on Printing.

APRIL 1, 1856.—Report in favor of printing 1,000 additional copies, 500 of which for the use of the Mint.

To the Senate of the United States:

I transmit, herewith, a report of the operations of the mint of the United States and its branches, including the assay office, for the year 1855.

FRANKLIN PIERCE.

WASHINGTON, *March* 27, 1856.

MINT OF THE UNITED STATES,
Philadelphia, January 31, 1856.

SIR: I have the honor to present the following report of the operations of the mint of the United States and its branches, including the assay office, for the year 1855.

The deposits received and coinage executed at the principal mint during the past year were as follows: gold deposits, $10,534,103 84; gold coins struck, $10,594,454; fine gold bars, $16,298 14; silver deposits, including silver separated from the California gold, and silver purchased pursuant to the act of March 3, 1853, $2,680,556 75 silver coinage, $1,419,170; copper coinage, $16,030 79; total deposits of gold and silver, $13,214,660 59; total coinage, $12,045,952 93. The coinage was comprised in 10,885,619 pieces.

The operations of the mint, except the receiving of deposits and melting, assaying, and paying the same, were suspended on the 19th of July last, at which time the repairs authorized by an appropriation made by the last Congress to the mint building were commenced.

The construction of these repairs was entrusted to officers designated by the Treasury Department, and they are being completed in the most thorough and substantial manner, so as to render the mint edifice, in all its departments, entirely fire-proof. Advantage has also been taken of the opportunity thus offered to introduce useful changes and improvements in the rooms appropriated to the different branches of business, whereby the efficiency of the mint and the security of the treasure therein will be greatly advanced and promoted. During the suspension of coinage deposits were received and paid as heretofore, so that no inconvenience to depositors has resulted therefrom. But the accumulation of bullion, and the necessity of supplying coin, especially to the treasury of the United States, have made it necessary to resume the coinage operations, notwithstanding the work upon the repairs is in an unfinished state. The preparation of standard ingots for coinage was commenced on the 4th of the present month, and the delivery of coins to the treasurer was resumed on the 19th instant. The mint is now in active and efficient operation, although considerable inconvenience is experienced in consequence of the repairs not being fully completed. The suspension of coinage for the period of six months will sufficiently account for the diminished operations at the principal mint during the past year.

The deposits received at the branch mint at New Orleans amounted to $2,852,510 69; of which the sum of $431,156 83 was in gold, and $2,420,953 86 in silver. The coinage was $450,500 in gold, and $1,918,000 in silver; total coinage, $2,368,500; the number of pieces struck was 5,556,100.

The branch mint at San Francisco received of gold deposits the sum of $20,876,310 08; of silver, the sum of $259,787 47. The coinage operations were as follows: gold coin, $17,598,300; fine gold bars, $88,782 50; unparted or unrefined gold bars, $3,270,594 93; silver coinage, $164,075; total coinage operations, $21,121,752 43; comprised in 1,471,272 pieces.

The deposits received at the branch mint at Dahlonega were, in gold, $116,662 07; the coinage (gold) $116,778 50; the number of pieces struck was 25,366.

At the branch mint at Charlotte, the sum of $216,988 86 was deposited for coinage; the coinage, comprised in 53,268 pieces, amounted to $217,935 50. The operations of this branch, as well as that established at Dahlonega, are confined to gold.

The assay office at New York received, during the year, the sum of $26,687,701 24 in gold bullion, and the further sum of $350,150 08 in silver; of this amount, the sum of $195,241 44 was parted from gold, and $2,061 87 was derived from the Lake Superior mines. The number of fine gold bars stamped at this office was 6,182, of the aggregate value of $20,441,813 63. For the bullion deposited during the year, payment has been made in fine gold bars to the amount of $17,246,247 74; and in coins to the amount of $9,791,603 58.

The entire amounts received at the mint and its branches, including the assay office, during the year, were as follows: gold, $58,862,-922 92; silver, $5,711,448 16; total, $64,574,381 08. The coinage operations for the same period were as follows: gold coins, $28,977,-

968; fine gold bars, $20,546,894 27; imported bars, $3,270,594 93; silver coins, $3,501,245; copper coins, $16,030 79; total coinage, $56,312,732 99; comprised in 16,997,807 pieces.

It is proper to remark that the aggregate of the deposits above presented embraces a considerable amount of re-deposits; as, for example, unparted or unrefined bars made at San Francisco are sometimes re-deposited at the other minting establishments, and a portion of the fine bars formed at the assay office are transferred to the mint for coinage. Deducting these re-deposits, the actual amount of the precious metals brought into the mint and its branches, during the year, was $55,151,902 37.

The amount of gold of domestic production deposited in 1855 was $49,351,789 11, viz: from the Pacific side of the Union, including a deposit of $900 from New Mexico, $48,989,439 54; and from the Atlantic States $362,349 57.

Since the passage of the act of March 3, 1853, authorizing a reduction in the weight of the silver coinage, there have been issued the following amounts, viz: In 1853, $8,654,161; in 1854, $8,619,270; in 1855, $3,501,245; making a total of $20,774,676. As few, if any, of these coins have been exported, and but a small amount used in the arts, it will be seen that a large addition has been made to the silver coinage in circulation. The issuing of a few millions more of silver coins may be all that may be required in view of the exclusion of the circulation of silver, and of the small denominations of the gold coinage, in many of the States of the Union by the use of bank notes of a low denomination. We shall never, it is believed, fully realize the benefits of a sound specie circulation until all bank notes, at least below the denomination of twenty dollars, shall be excluded from circulation. And it seems well worthy the consideration of Congress, as suggested in the mint report of 1853, whether some provision is not practicable, either by taxation or other efficient means, to remedy the evil in question.

It may be interesting to present, in one view, the entire coinage operations at all the mints and the assay offices since their organization. They are as follows:

Mint of the United States, Philadelphia, (1793) -	$377,383,808 87
Branch mint at New Orleans, (1838) - - -	57,386,665 00
Branch mint at Dahlonega, (1838) - - - -	5,690,266 00
Branch mint at Charlotte, (1838) - - - -	4,222,626 50
Branch mint at San Francisco, (1854) - - -	30,853,326 64
Assay office at New York, (1854) - - - -	23,329,872 81
Total - - - - - - -	498,866,565 82

The chief part of this large amount has been received since December, 1848, and is the production of the mines of California, viz: $313,234,502 77. In a former report some reasons were suggested tending to show that the large amount of gold from California, and that produced from Australia, need excite no apprehensions in regard to any material disturbance in the value of the precious metals; yet it cannot but be apparent that this increase renders it highly important

that States and nations should extend the uses of gold and drive out of existence that which circulates in the place of it.

There is one point connected with this subject and with the general management of the national coinage, which although left by law to the discretion of the director of the mint, and cannot be made the subject of particular legislation, yet is of so much importance to the community generally, that this occasion seems appropriate to give it a fair and general understanding. The thirtieth section of the general mint law—act of January 18, 1837—provides that "in the denominations of coin delivered, the treasurer shall comply with the wishes of the depositor, unless when impracticable or inconvenient to do so; in which case the denomination of coin shall be designated by the director." In view of the fact that depositors are always paid before their bullion is operated upon, out of a stock of coin previously made ready, it is evident that in the preparation of such a supply of coin the director is to use his discretion in regard to the denomination before conferring with depositors; and they may or may not be exactly suited in the payment. Undoubtedly, in the issue of coins, every proper attention should be given to the probable demand, and especially in the silver coinage, which, it is to be presumed, is wanted for immediate use, and not for storage in vaults. Heretofore, the general practice has been to pay depositors in the coin they have desired, and it is not intended by these observations to give notice that this usage will be entirely abandoned. But the chief design of a national mint is to subserve the interests of the people at large preferably to a few large owners of bullion or coin. The interests of the public and of depositors are not always concurrent in the matter under discussion. Depositors of large amounts call for coin in a form which gives the least trouble to count; and banking institutions, in addition to that, may prefer it in a form not likely to be drawn out. Many who present their checks at these institutions would, doubtless, ask for specie, but are deterred from doing so by the expectation of securing double eagles instead of half or quarter eagles. In a word, the plain effect of issuing gold coin of a large size is to keep down the circulation of specie and increase the use of paper money. This remark, of course, does not apply to such localities where paper money is prohibited, as, for example, in the State of California, because, in such cases, the different currencies cannot come in conflict.

Before the act of Congress authorizing the issuing of gold in stamped bars, there was, it is true, a necessity for the issue of large coins, as well to meet the demands for shipment to Europe as, in some measure, to relieve the pressure upon the mint. There was no kind of propriety in going through the manipulations and bearing the expense of making small gold coins to be directly melted down in foreign mints or refineries. But since the important change in our mint laws, before referred to, a distinction has been made to meet the demands of trade, by which gold intended for exportation is cast into fine bars, whilst that which is needed for home currency is converted into coin. If we look to the example of the wealthiest and most civilized nations of the globe we shall find that their largest gold coin, to speak in a general way, does not exceed our half eagle in value. Such is the

case in Great Britain, France, Russia, the Netherlands, and other countries. There are pieces of ten thalers—about eight dollars of our money—coined in Germany, but apparently for international use. The same may be said of the American doubloon, of which the amount coined is small. It would no longer be an embarrassment to the principal mint, nor to the branches, except perhaps the branch at San Francisco, (and to that institution these views are not intended particularly to apply,) to coin all the gold that is likely to be offered in pieces of five dollars and less. It is true that nearly as much labor is expended in the manufacture of a gold dollar or a quarter eagle as of an eagle or double eagle; and in thus offering to make the smaller denominations a large increase of work is assumed; but this consideration is met by another—that the division of labor, and the present efficiency of the mint establishments, especially when the repairs at the principal mint are fully completed, will enable us to meet such increase without additional expenditures. The manufacture of fine bars at the assay office in New York, and the coinage of the branch mint at San Francisco, have so divided the work upon gold bullion as to remove all apprehension of difficulty or delay. In the coinage of half eagles particularly we shall be materially aided by a very remarkable machine lately invented for the final adjustment of the weight of the individual planchets. This instrument was manufactured at Paris, and has been introduced into the mint there, and one of similar powers is also employed in the mint of England. The one imported for the United States mint is adapted to the half eagle only. It is justly regarded as a triumph of mechanism. It is not by any means assumed that the coinage of the eagle and the double eagle should be discontinued. On the contrary, they will be indispensable at San Francisco; they may, in some emergencies, be required at Philadelphia and at New Orleans; but, as a general rule, adapted to the principal mint and to the branches in the Atlantic States, it is believed that the time has come to return to the smaller denominations of gold coin, issuing almost the whole in pieces not larger than the half eagle; and this, upon the ground already adverted to—particularly applicable to a country so greatly favored with the original production of the precious metal—that the people at large are entitled to a greater portion of real, imperishable money, and that a cardinal point, at which this reform is to be begun or aided, is the place where the gold is put into shape and size for circulation.

The propriety of the organization of a medal office at the mint is respectfully recommended to your consideration. The reasons for this measure heretofore presented need not be repeated here. The frequent calls upon us to strike medals, and to furnish copies of the public medals from the dies which are deposited at the mint, indicate that the establishment of such an office would be of great public benefit. As the statement of the medal dies annexed to my last report did not embrace all that are at the mint, and was in one or two other particulars not precisely accurate, I have caused a more correct list to be prepared, which is herewith presented.

I also attach to this report several tabular statements, exhibiting the full details of the operations of the mint and its branches, includ-

ing the assay office, for the past year; also several statistical tables relating to the deposits and coinage of previous years, and showing the States and Territories from whence the precious metals have been received.

I have the honor to be, with great respect, your faithful servant,

JAMES ROSS SNOWDEN,
Director United States Mint.

To the PRESIDENT OF THE UNITED STATES.

Statement of deposits and coinage at Mint of the United States, branches and assay office, during the year 1855.

DEPOSITS.

Description.	Mint of U. States, Philadelphia.	Branch Mint, N. Orleans.	Branch Mint, San Francisco.	Branch Mint, Dahlonega.	Branch Mint, Charlotte.	Assay office, New York.	Total.
GOLD.							
Foreign coin	$37,689 00	$9,671 81	.....	.....	.....	$161,682 87	$209,043 68
Foreign bullion	956.26 00	9,967 78	$15,872 88	.....	.....	254,682 26	276,998 92
United States coin, (O. S.)	2,622 50	.....	.....	.....	.....	.....	2,622 50
United States bullion	10,397,266 84	411,517 24	20,860,437 20	$116,662 07	$216,988 86	26,271,886 11	58,274,257 82
Total gold	10,534,108 84	431,156 83	20,876,310 08	116,662 07	216,988 86	26,687,701 24	58,862,922 92
SILVER.							
Deposited, (including purchases)	2,629,109 37	2,418,019 99	178,418 63	.....	.....	154,908 64	5,380,456 63
United States bullion, (parted)	51,447 38	2,933 87	81,368 84	.....	.....	195,241 44	330,991 53
Total silver	2,680,556 75	2,420,953 86	259,787 47	None.	None.	350,150 08	5,711,448 16
Total deposits	13,214,660 59	2,852,510 69	21,136,097 55	116,662 07	216,988 86	27,037,851 32	64,574,371 08
Less value of gold ($8,922,468 71) and silver ($500,000) redeposited at the different institutions	.....	.....	.....	.....	.....	.....	9,422,468 71
Total	.....	.....	.....	.....	.....	.....	55,151,902 37

A—Continued.

COINAGE.

Denomination.	Mint of United States, Philadelphia.		Branch Mint, New Orleans.		Branch Mint, San Francisco.		Branch Mint, Dahlonega.		Branch Mint, Charlotte.		Assay office, New York.		Total.	
	Pieces.	Value.	Pieces.	Value.	Pieces.	Value.	Pieces.	Value.	Pieces.	Value.	Pieces.	Value.	Pieces.	Value.
GOLD.														
Double eagles	364,666	$7,293,320 00	8,000	$160,000	859,175	$17,183,500 00							1,231,841	$24,636,820 00
Eagles	121,701	1,217,010 00	18,000	180,000	9,000	90,000 00							148,701	1,487,010 00
Half eagles	117,098	585,490 00	11,100	55,500	61,000	305,000 00	22,432	112,160 00	89,788	$198,940 00			251,148	1,257,090 00
Three dollars	50,555	151,665 00			6,600	19,800 00							57,155	171,465 00
Quarter eagles	235,480	588,700 00					1,123	2,807 50	3,677	9,192 50			240,280	600,700 00
Dollars	758,269	758,269 00	55,000	55,000			1,811	1,811 00	9,808	9,808 00			824,888	824,888 00
Fine bars	21	16,298 14			26	88,782 50					6,182	$20,441,818 63	6,229	20,546,894 27
Unparted bars					1,121	3,270,594 93							1,121	3,270,594 93
Total gold	1,647,790	10,610,752 14	92,100	450,500	936,922	20,957,677 43	25,366	116,778 50	53,268	217,935 50	6,182	20,441,818 63	2,761,628	52,795,457 20
SILVER.														
Dollars	26,000	26,000 00											26,000	26,000 00
Half dollars	759,500	379,750 00	8,688,000	1,844,000	121,950	60,975 00							4,569,450	2,284,725 00
Quarter dollars	2,857,000	714,250 00	176,000	44,000	412,400	103,100 00							3,445,400	861,350 00
Dimes	2,075,000	207,500 00											2,075,000	207,500 00
Half dimes	1,750,000	87,500 00	600,000	30,000									2,850,000	117,500 00
Three cent pieces	189,000	4,170 00											189,000	4,170 00
Total silver	7,606,500	1,419,170 00	4,464,000	1,918,000	534,350	164,075 00	None.	None.	None.	None.	None.	None.	12,604,850	3,501,245 00
COPPER.														
Cents	1,574,829	15,748 29											1,574,829	15,748 29
Half cents	56,500	282 50											56,500	282 50
Total copper	1,631,329	16,030 79	None.	None.	None.	None.	None.	None.	None.	None.	None.	None.	1,631,329	16,030 79
RECAPITULATION.														
Total gold	1,647,790	10,610,752 14	92,100	450,500	936,922	20,957,677 43	25,366	116,778 50	53,268	217,935 50	6,182	20,441,818 63	2,761,628	52,795,457 20
Total silver	7,606,500	1,419,170 00	4,464,000	1,918,000	534,350	164,075 00							12,604,850	3,501,245 00
Total copper	1,631,329	16,030 79											1,631,329	16,030 79
Total coinage	10,885,619	12,045,952 93	5,556,100	2,368,500	1,471,272	21,121,752 43	25,366	116,778 50	53,268	217,935 50	6,182	20,441,818 63	16,997,807	56,812,782 99

MINT OF THE UNITED STATES, *Philadelphia, December* 31, 1856.

Coinage of the mint and branches from their organization to the close of the year 1855.

1.—MINT OF THE UNITED STATES, PHILADELPHIA.

Periods.	GOLD COINAGE.						
	Double eagles.	Eagles.	Half eagles.	Three dollars.	Quarter eagles.	Dollars.	Fine bars.
	Pieces.	*Pieces.*	*Pieces.*	*Pieces.*	*Pieces.*	*Pieces.*	*Value.*
1793 to 1817	.....	132,592	845,909	.....	22,197	.....	.....
1818 to 1837	.....	.....	3,087,925	.....	879,903	.....	.....
1838 to 1847	.....	1,227,759	3,269,921	.....	345,526	.....	.....
1848	.....	145,484	260,775	.....	8,886	.....	.....
1849	.....	653,618	133,070	.....	23,294	688,567	.....
1850	1,170,261	291,451	64,491	.....	252,923	481,953	.....
1851	2,087,155	176,328	377,505	.....	1,372,748	3,317,671	.....
1852	2,053,026	263,106	573,901	.....	1,159,681	2,045,351	.....
1853	1,261,326	201,253	305,770	.....	1,404,668	4,076,051	$15,835,997 94
1854	757,899	54,250	160,675	138,618	596,258	1,639,445	17,643,270 58
1855	364,666	121,701	117,098	50,555	235,480	758,269	16,298 14
Total	7,694,333	3,267,542	9,197,040	189,173	6,301,564	13,007,307	33,495,566 66

B.—*Coinage of the mint and branches*—Continued.

1.—MINT OF THE UNITED STATES AT PHILADELPHIA—Continued.

Periods.	SILVER COINAGE.					
	Dollars.	Half dollars.	Quarter dollars.	Dimes.	Half dimes.	Three cents.
	Pieces.	*Pieces.*	*Pieces.*	*Pieces.*	*Pieces.*	*Pieces.*
1793 to 1817	1,439,517	13,104,433	650,280	1,007,151	265,543	.....
1818 to 1837	1,000	74,793,560	5,041,749	11,854,949	14,463,700	.....
1838 1847	879,873	20,203,333	4,952,073	11,387,995	11,093,235	.....
1848	15,000	580,000	146,000	451,500	668,000	.....
1849	62,600	1,252,000	340,000	839,000	1,309,000	.....
1850	7,500	227,000	190,800	1,931,500	955,000	.....
1851	1,300	200,750	160,000	1,026,500	781,000	5,477,400
1852	1,100	77,130	177,060	1,535,500	1,000,500	18,663,500
1853	46,110	3,532,708	15,254,220	12,173,010	13,345,020	11,400,000
1854	33,140	2,982,000	12,380,000	4,470,000	5,740,000	671,000
1855	26,000	759,500	2,857,000	2,075,000	1,750,000	139,000
Total	2,513,140	117,712,414	42,149,182	48,752,105	51,370,998	36,320,900

1.—Coinage of the mints and branches—Continued.

1.—MINT OF THE UNITED STATES AT PHILADELPHIA—Continued.

Periods.	COPPER COINAGE.		TOTAL COINAGE.				
	Cents.	Half cents.	Number of pieces coined.	Value of gold.	Value of silver.	Value of copper.	Total value coined.
	Pieces.	*Pieces.*					
1793 to 1817	29,316,272	5,235,513	52,019,407	$5,610,957 50	$8,268,295 75	$319,340 28	$14,198,593 53
1818 to 1837	46,554,830	2,205,200	158,882,816	17,639,382 50	40,566,897 15	476,574 30	58,682,853 95
1838 to 1847	34,967,663	.....	88,327,378	29,491,010 00	13,913,019 00	349,676 63	43,753,705 63
1848	6,415,799	.....	8,691,444	2,780,930 00	420,050 00	64,157 99	3,265,137 99
1849	4,178,500	39,864	9,519,513	7,948,332 00	922,950 00	41,984 32	8,913,266 32
1850	4,426,844	39,812	10,039,535	27,756,445 50	409,600 00	44,467 50	28,210,513 00
1851	9,889,707	147,672	24,985,736	52,143,446 00	446,797 00	99,635 43	52,689,878 43
1852	5,063,094	.....	32,612,949	51,505,638 50	847,410 00	50,630 94	52,403,679 44
1853	6,641,131	129,694	69,775,537	52,191,618 94	7,852,571 00	67,059 78	60,111,249 72
1854	4,236,156	55,358	33,919,921	37,693,069 58	5,373,270 00	42,638 35	43,108,977 93
1855	1,574,829	56,500	10,885,619	10,610,752 14	1,419,170 00	16,030 79	12,045,952 93
Total	153,264,825	7,909,613	499,659,853	295,371,582 66	80,440,029 90	1,572,196 31	377,383,808 87

B.—*Coinage of the mint and branches*—Continued.

2.—BRANCH MINT, SAN FRANCISCO.

Periods.	GOLD COINAGE.							
	Double eagles.	Eagles.	Half eagles.	Three dollars.	Quarter eagles.	Dollars.	Unparted bars.	Fine bars.
	Pieces.	*Pieces.*	*Pieces.*	*Pieces.*	*Pieces.*	*Pieces.*	*Value.*	*Value.*
1854	141,468	123,826	268	.....	246	14,632	$5,641,504 05	$5,863 16
1855	859,175	9,000	61,000	6,600	.....	.....	3,270,594 93	88,782 50
Total	1,000,643	132,826	61,268	6,600	246	14,632	8,912,098 98	94,645 66

2.—BRANCH MINT, SAN FRANCISCO—Continued.

Periods.	SILVER COINAGE.				TOTAL COINAGE.			
	Half dollars.	Quarter dollars.	Dimes.	Half dimes.	Number of pieces.	Value of gold.	Value of silver.	Total value coined.
	Pieces.	*Pieces.*	*Pieces.*	*Pieces.*	*Pieces.*			
1854	.....	.....	.....	.....	282,712	$9,731,574 21	.....	$9,731,574 21
1855	121,950	412,400	.....	.....	1,471,272	20,957,677 43	$164,075	21,121,752 43
Total	121,950	412,400	.....	.....	1,753,984	30,689,251 64	164,075	30,853,326 64

3.—BRANCH MINT, NEW ORLEANS.

Periods.	GOLD COINAGE.					
	Double eagles.	Eagles.	Half eagles.	Three dollars.	Quarter eagles.	Dollars.
	Pieces.	*Pieces.*	*Pieces.*	*Pieces.*	*Pieces.*	*Pieces.*
1838 to 1847	.....	1,026,342	709,925	.....	550,528	.....
1848	.....	35,850	.....	.....	.....	.....
1849	.....	23,900	.....	.....	.....	215,000
1850	141,000	57,500	.....	.....	84,000	14,000
1851	315,000	263,000	41,000	.....	148,000	290,000
1852	190,000	18,000	.....	.....	140,000	140,000
1853	71,000	51,000	.....	.....	.....	290,000
1854	3,250	52,500	46,000	24,000	153,000	.....
1855	8,000	18,000	11,100	.....	.....	55,000
Total	728,250	1,546,092	808,025	24,000	1,075,528	1,004,000

B.—*Coinage of the mint and branches*—Continued.

3.—BRANCH MINT, NEW ORLEANS—Continued.

Periods.	SILVER COINAGE.						TOTAL COINAGE.			
	Dollars.	Half dollars.	Quarter dollars.	Dimes.	Half dimes.	Three cents.	Number of pieces.	Value of gold.	Value of silver.	Total value coined.
	Pieces.	*Pieces.*	*Pieces.*	*Pieces.*	*Pieces.*	*Pieces.*				
1838 to 1847.....	59,000	13,509,000	3,273,600	6,473,500	2,789,000	.....	28,390,895	$15,189,365	$8,418,700	$23,608,065
1848.....	.....	3,180,000	.....	.....	600,000	.....	3,815,850	358,500	1,620,000	1,978,500
1849.....	.....	2,310,000	.....	300,000	140,000	.....	2,988,900	454,000	1,192,000	1,646,000
1850.....	40,000	2,456,000	412,000	510,000	690,000	.....	4,404,500	3,619,000	1,456,500	5,075,500
1851.....	.....	402,000	88,000	400,000	860,000	720,000	3,527,000	9,795,000	327,600	10,122,600
1852.....	.....	144,000	96,000	430,000	260,000	.....	1,418,000	4,470,000	152,000	4,622,000
1853.....	.....	1,328,000	1,332,000	1,100,000	2,360,000	.....	6,532,000	2,220,000	1,225,000	3,445,000
1854.....	.....	5,240,000	1,484,000	1,770,000	1,560,000	.....	10,332,750	1,274,500	3,246,000	4,520,500
1855.....	.....	3,688,000	176,000	.....	600,000	.....	5,566,100	450,500	1,918,000	2,368,500
Total.....	99,000	32,257,000	6,861,600	10,983,500	9,859,000	720,000	66,975,895	37,830,865	19,555,800	57,386,665

4.—BRANCH MINT, CHARLOTTE, NORTH CAROLINA.

Periods.	GOLD COINAGE.					
	Half eagles.	Three dollars.	Quarter eagles	Dollars.	Total pieces.	Total value.
	Pieces.	*Pieces.*	*Pieces.*	*Pieces.*		
1838 to 1847	269,424	.....	123,576	.....	393,000	$1,656,060 00
1848	64,472	.....	16,788	.....	81,260	364,330 00
1849	64,823	.....	10,220	11,634	86,677	361,299 00
1850	63,591	.....	9,148	6,966	79,705	347,791 00
1851	49,176	.....	14,923	41,267	105,366	324,454 50
1852	72,574	.....	9,772	9,434	91,780	396,734 00
1853	65,571	.....	.....	11,515	77,086	339,370 00
1854	39,283	.....	7,295	.....	46,578	214,652 50
1855	39,788	.....	3,677	9,803	53,268	217,935 50
Total	728,702	.....	195,399	90,619	1,014,720	4,222,626 50

B.—*Coinage of the mint and branches*—Continued.

5.—BRANCH MINT, DAHLONEGA, GEORGIA.

Periods.	GOLD COINAGE.					
	Half eagles.	Three dollars.	Quarter eagles.	Dollars.	Total pieces.	Total value.
	Pieces.	*Pieces.*	*Pieces.*	*Pieces.*		
1838 to 1847	576,553	.....	134,101	.....	710,654	$3,218,017 50
1848	47,465	.....	13,771	.....	61,236	271,752 50
1849	39,036	.....	10,945	21,588	71,569	244,130 50
1850	43,950	.....	12,148	8,382	64,480	258,502 00
1851	62,710	.....	11,264	9,882	83,856	351,592 00
1852	91,452	.....	4,078	6,360	101,890	473,815 00
1853	89,678	.....	3,178	6,583	99,439	462,918 00
1854	56,413	1,120	1,760	2,935	62,228	292,760 00
1855	22,432	.....	1,123	1,811	25,366	116,778 50
Total	1,029,689	1,120	192,368	57,541	1,280,718	5,690,266 00

6.—ASSAY OFFICE, NEW YORK.

1854. Fine gold bars	822	$2,888,059 18
1855. Fine gold bars	6,182	20,441,813 63
Total	7,004	23,329,872 81

7.—SUMMARY EXHIBIT OF THE COINAGE OF THE MINTS TO THE CLOSE OF THE YEAR 1855.

Mints.	Commencement of coinage.	Gold coinage.	Silver coinage.	Copper coinage.	Entire coinage.	Entire coinage.
		Value.	*Value.*	*Value.*	*Pieces.*	*Value.*
Philadelphia	1793	$295,371,582 66	$80,440,029 90	$1,572,196 31	499,659,835	$377,383,808 87
San Francisco	1854	30,689,251 64	164,075 00	.....	1,753,984	30,853,326 64
New Orleans	1838	37,830,865 00	19,555,600 00	.....	66,975,895	57,386,665 00
Charlotte	1838	4,222,626 50	.....	.....	1,014,720	4,222,626 50
Dahlonega	1838	5,690,266 00	.....	.....	1,280,718	5,690,266 00
Assay Office	1854	23,329,872 81	.....	.....	7,904	23,329,872 81
Total	.....	397,134,464 61	100,159,904 90	1,572,196 31	570,692,156	498,866,565 82

C.

Statement of gold of domestic production deposited at the Mint of the United States and its branches to the close of the year 1855.

1.—MINT OF THE UNITED STATES, PHILADELPHIA.

Period.	Virginia.	North Carolina.	South Carolina.	Georgia.	Tennessee.	Alabama.	N. Mexico.	California.	Other sources.	Total.
1804 to 1827	.....	$110,000	.....	.....	.....	.....	.....	.....	.....	$110,000 00
1828 to 1837	$427,000 00	2,519,500	$327,500	$1,763,900 00	$12,400	.....	.....	.....	$13,200	5,063,500 00
1838 to 1847	518,294 00	1,303,636	152,366	566,316 00	16,499	$45,493	.....	.....	21,037	2,623,641 00
1848	57,886 00	109,034	19,228	3,370 00	3,497	3,670	$682	$44,177 00	.....	241,544 00
1849	129,382 00	102,688	4,309	10,525 00	2,739	2,977	32,889	5,481,439 00	144	5,767,092 00
1850	65,991 00	43,734	759	5,114 00	307	1,178	5,392	31,667,505 00	226	31,790,306 00
1851	69,052 00	49,440	12,338	2,490 00	126	817	890	46,939,367 00	.....	47,074,520 00
1852	83,626 00	65,248	4,505	3,420 00	.....	254	814	49,663,623 00	.....	49,821,490 00
1853	52,200 00	45,690	3,522	1,912 00	.....	.....	3,632	52,732,227 00	18,748	52,857,931 00
1854	23,347 00	9,062	1,220	7,561 00	.....	245	738	35,671,185 00	.....	35,713,358 00
1855	28,895 50	22,626	1,200	1,733 50	.....	310	900	2,634,297 63	1,535	2,691,497 63
Total	1,455,673 50	4,380,658	526,947	2,366,341 50	35,568	54,944	45,937	224,833,820 63	54,990	233,754,879 63

2.—BRANCH MINT, SAN FRANCISCO.

Period.	Virginia.	North Carolina.	South Carolina.	Georgia.	Tennessee.	Alabama.	N. Mexico.	California.	Other sources.	Total.
1854	.....	.....	.....	.....	.....	.....	.....	$10,842,281 23	.....	$10,842,281 23
1855	.....	.....	.....	.....	.....	.....	.....	20,860,437 20	.....	20,860,437 20
Total	.....	.....	.....	.....	.....	.....	.....	31,702,718 43	.....	31,702,718 43

3.—BRANCH MINT, NEW ORLEANS.

Period.	Virginia.	North Carolina.	South Carolina.	Georgia.	Tennessee.	Alabama.	N. Mexico.	California.	Other sources.	Total.
1838 to 1847	.....	$741	$14,306	$37,364	$1,772	$ 1,903	.....	.....	$3,613	$119,699 00
1848	.....	.....	1,488	2,317	947	6,717	.....	$1,124 00	.....	12,593 00
1849	.....	.....	423	.....	.....	4,062	.....	669,921 00	2,783	677,189 00
1850	.....	.....	.....	.....	.....	3,560	.....	4,575,567 00	894	4,580,021 00
1851	.....	.....	.....	.....	.....	1,040	.....	8,769,682 00	.....	8,770,722 00
1852	.....	.....	.....	.....	.....	.....	.....	3,777,784 00	.....	3,777,784 00
1853	.....	.....	.....	.....	.....	.....	.....	2,006,673 00	.....	2,006,673 00
1854	.....	.....	.....	.....	.....	.....	.....	981,511 00	.....	981,511 00
1855	.....	.....	.....	.....	.....	.....	.....	411,517 24	.....	411,517 24
Total	.....	741	16,217	39,681	2,719	77,282	.....	21,193,779 24	7,290	21,337,709 24

C.—*Statement of amount of gold of domestic production deposited at the United States Mint and branches*—Continued.

4.—BRANCH MINT, CHARLOTTE, NORTH CAROLINA.

Periods.	Virginia.	N. Carolina.	S. Carolina.	Georgia.	Tennessee.	Alabama.	N. Mexico.	California.	Other sources.	Total.
1838 to 1847	.....	$1,529,777 00	$143,941 00	.....	.....	.....	.....	.....	.....	$1,673,718 00
1848	.....	359,075 00	11,710 00	.....	.....	.....	.....	.....	.....	370,785 00
1849	.....	378,223 00	12,509 00	.....	.....	.....	.....	.....	.....	390,732 00
1850	.....	307,289 00	13,000 00	.....	.....	.....	.....	.....	.....	320,289 00
1851	.....	275,472 00	25,478 00	.....	.....	.....	.....	$15,111 00	.....	316,061 00
1852	.....	337,604 00	64,934 00	.....	.....	.....	.....	28,362 00	.....	430,900 00
1853	.....	227,847 00	61,845 00	.....	.....	.....	.....	15,465 00	.....	305,157 00
1854	.....	188,277 00	19,001 00	.....	.....	.....	.....	6,328 00	.....	213,606 00
1855	.....	196,894 03	14,277 17	.....	.....	.....	.....	5,817 66	.....	216,988 86
Total	.....	3,800,458 03	366,695 17	.....	.....	.....	.....	71,083 66	.....	4,238,236 86

5.—BRANCH MINT, DAHLONEGA, GEORGIA.

Period.	Virginia.	N. Carolina.	S. Carolina.	Georgia.	Tennessee.	Alabama.	N. Mexico.	California.	Other sources.	Total.
1838 to 1847....	.....	$64,351 00	$95,427 00	$2,978,353 00	$32,175	$47,711 00	.....	.....	.....	$3,218,017 00
1848.....	.....	5,434 00	8,151 00	251,376 00	2,717	4,075 00	.....	.....	.....	271,753 00
1849.....	.....	4,882 00	7,323 00	225,824 00	2,441	3,661 00	.....	.....	.....	244,131 00
1850.....	.....	4,500 00	5,700 00	204,473 00	1,200	1,800 00	.....	$30,025 00	.....	247,698 00
1851.....	.....	1,971 00	3,236 00	154,723 00	2,251	2,105 00	.....	214,072 00	$951	379,309 00
1852.....	.....	443 00	57,543 00	93,122 00	750	.....	.....	324,931 00	.....	476,789 00
1853.....	.....	2,085 00	33,950 00	56,984 00	149	.....	.....	359,122 00	.....	452,290 00
1854.....	.....	5,818 00	15,988 00	47,027 00	223	.....	.....	211,169 00	.....	280,225 00
1855.....	.....	3,145 82	9,113 27	56,686 36	.....	277 92	.....	47,428 70	.....	116,652 07
Total.....	.....	92,629 82	236,431 27	4,068,568 36	41,906	59,629 92	.....	1,186,747 70	951	5,686,864 07

6.—ASSAY OFFICE, NEW YORK.

1854.....	$167	$3,916 00	$395 00	$1,242 00	.....	.....	.....	$9,221,457 00	.....	$9,227,177 00
1855.....	2,370	3,750 00	7,620 00	13,100 00	.....	$350 00	.....	25,025,896 11	$1,600	25,054,686 11
Total.....	2,537	7,666 00	8,015 00	14,342 00	.....	350 00	.....	34,247,353 11	1,600	34,281,863 11

C.—*Statement of amount of gold of domestic production deposited at the United States Mint and branches*—Continued.

7.—SUMMARY EXHIBIT OF THE ENTIRE DEPOSITS OF DOMESTIC GOLD AT THE UNITED STATES MINT AND BRANCHES TO THE CLOSE OF 1855.

Mints.	Virginia.	N. Carolina.	S. Carolina.	Georgia.	Tennessee.	Alabama.	New Mexico.	California.	Other sources.	Total.
Philadelphia	$1,455,673 50	$4,380,658 00	$526,947 00	$2,366,341 50	$35,568	$54,944 00	$45,937	$224,833,820 63	$54,990	$233,754,879 63
San Francisco	.....	.....	.....	.....	.....	.....	.....	31,702,718 43	.....	31,702,718 43
New Orleans	.....	741 00	16,217 00	39,681 00	2,719	77,282 00	.....	21,193,779 24	7,290	21,337,709 24
Charlotte	.....	3,800,458 03	366,695 17	.....	.....	.....	.....	71,083 66	.....	4,238,236 86
Dahlonega	.....	92,629 82	236,431 27	4,068,568 36	41,906	59,629 92	.....	1,186,747 70	951	5,686,864 07
Assay office, N.Y	2,537 00	7,666 00	8,015 00	14,342 00	.....	350 00	.....	34,247,353 11	1,600	34,281,863 11
Ttoal	1,458,210 50	8,282,152 85	1,154,305 44	6,488,932 86	80,193	192,205 92	45,937	313,235,502 77	64,831	331,002,271 34
Deduct re-deposites of 1854										8,041,137 00
Actual amount of domestic gold deposited at the mint, branches, and the New York assay office, to December 31, 1855										322,961,134 34

D.

Statement of the amount of silver coined at the Mint of the United States, and the branch mints at San Francisco and New Orleans, under the act of February 21, 1853.

Year.	Mint U. States, Philadelphia.	Branch mint, San Francisco.	Branch mint, New Orleans.	Total.
1853	$7,517,161	.....	$1,137,000	$8,654,161
1854	5,373,270	.....	3,246,000	8,619,270
1855	1,419,170	$164,075	1,918,000	3,501,245
Total	14,309,601	164,075	6,301,000	20,774,676

E.

Statement of the amount of silver of domestic production, including silver parted from California gold, deposited at the Mint of the United States, its branches, and the assay office, New York, from January 1, 1841, *to December* 31, 1855.

Year.	Value.
1841	$4,300
1842	6,453
1843	8,640
1844	30,847
1845	4,769
1846	3,066
1847	6,407
1848	6,191
1849	39,112
1850	269,253
1851	389,471
1852	404,494
1853	417,279
1854	328,199
1855	333,053
Total	2,251,534

A descriptive list of the dies of medals, commemorative of national events, preserved in the Mint of the United States, arranged in chronological order.

MEDALS STRUCK PRIOR TO THE WAR OF THE REVOLUTION.

OCCASION.—For the destruction of the Indian village of Kittanning by the troops under his command, the government of Philadelphia awarded a silver medal to General John Armstrong, of Carlisle, Pa.

OBVERSE.—*Device.*—An officer, accompanied by two of his men, is represented pointing to a soldier firing under cover of a tree, with an Indian prostrate before him. In the back ground the Indian wigwams are seen in flames.

Legend.—Kittanning destroyed by Col. Armstrong, September 8, 1756.

REVERSE.—*Device.*—The coat of arms of the corporation of Philadelphia, consisting of four devices, viz: on the right, a ship represented under full sail; on the left, an evenly balanced pair of scales; above the ship, a sheaf of wheat; and to the left, two hands joined.

Legend.—The gift of the corporation of the city of Philadelphia.

NOTE.—Silver medals were awarded also to each of the commissioned officers under General Armstrong.

OCCASION.—Medals of silver were presented to the Indians by an association formed for the purpose of promoting peace with the Indian tribes, and composed chiefly of members of the religious society of Friends.

OBVERSE.—*Device.*—A head, in profile, of King George II.

Legend.—Georgius II. Dei Gratia.

REVERSE.—*Device.*—A white man and an Indian—from whom, as usual on such occasions, he is separated by a fire—seated beneath a tree; the former in the act of presenting to his companion the calumet of peace which he has been smoking. The sun is represented at the zenith.

Legend.—Let us look to the Most High, who blessed our fathers with peace.

MEDALS STRUCK DURING THE WAR OF THE REVOLUTION.

OCCASION.—The surrender, at Saratoga, of Lieutenant General Burgoyne and his army, October 17, 1777. A medal of gold was presented to General Gates, by resolution of Congress of November 4, 1779.

OBVERSE.—*Device.*—Head of General Gates, the recipient, in profile.

Legend.—Horatio Gates duci strenuo.

Exergue.—Comitia Americana.

REVERSE.—*Device.*—General Burgoyne, in front of his troops, who are grounding their arms and laying down their colors, is represented in the act of surrendering his sword to General Gates, at the head of

the American line, with their arms shouldered and their colors advanced. To the side of the commanders are a drum and colors.

Legend.—Salus regionum seplentrional.

Exergue.—Haste ad Saratogum indedition accepto. Die XVII Oct., MDCCLXXVII.

OCCASION.—By resolution of Congress of September 24, 1779, a gold medal was directed to be presented to Major (afterwards General) Lee, for his attack upon a body of British troops and the fort at Paulus Hook, N. J., in 1779.

OBVERSE.—*Device.*—The bust of Major Lee.

Legend.—Henrico Lee, legionis Equit. Præfecto.

Exergue.—Comitia Americana.

REVERSE.—(Not in the mint)—*No device.*

*Legend.—Non obstantib. fluminibus, vallis, astutia etvirtute bellica, parva manu hostes vicit victosq. armis humanitate devinxit. In mem, pugn. ad Paulus Hook, Die XIX Aug., MDCLXXIX.**

OCCASION.—Victory of the American arms at Cowpens, North Carolina. By resolution of Congress of March 9, 1781, a gold medal was ordered for presentation to General Morgan.

OBVERSE.—*Device.*—An Indian queen crowned, with a quiver upon her back, is represented placing a laurel wreath upon the brow of an officer, leaning upon his sword. Canons and various military implements are heaped in the background.

Legend.—Danieli Morgan duci exercitus.

Exergue.—Comitia Americana.

REVERSE.—*Device.*—A mounted officer leading his troops, who carry the American colors, in pursuit of a retreating enemy, bearing the British flag. A combat between an unhorsed dragoon and an Indian on foot is represented in front, and a general engagement in the background.

Legend.—Victoria libertatis vindex.

Exergue.—Jugatis, captis aut cæsis ad Cowpens hostibus XVII Jan., MDCCLXXXI.

MEDAL STRUCK AFTER THE WAR OF THE REVOLUTION.

OCCASION.—This medal would appear to have been struck in honor of General Washington, on his retirement from public life.

OBVERSE.—*Device.*—The bust of Washington, (said to be a good likeness.)

Legend.—G. Washington, Pres. Unit. Sta.

REVERSE.—*Device.*—The ensigns of civil and military authority upon the table of the Union, and surmounted by laurel.

Legend.—Commiss. resigned; Presidency relinq.

Exergue.—1797.

MEDAL STRUCK DURING THE QUASI WAR WITH FRANCE.

OCCASION.—For the capture of the French frigate La Vengeance, of 52 guns, by the United States frigate Constellation, of 38 guns, a gold

* Engraver's error. The year was 1779.

medal was voted by resolution of Congress of March 24, 1800, to Captain Thomas Truxton, commander of the Constellation.

OBVERSE.—*Device.*—The head of Captain Truxton.

No legend.

REVERSE.—*Device.*—A representation of the engagement between a French frigate of two decks and an American frigate; both vessels are much shattered and their rigging much cut.

No legend.

Exergue.—By vote of Congress to Thomas Truxton, 24 Mar., 1800.

MEDALS STRUCK DURING THE WAR OF 1812.

OCCASION.—For the capture, on the 19th August, 1812, after an engagement of thirty minutes, of the English frigate Guerriere, of 49 guns, Captain J. R. Dacres, by the United States frigate Constitution, of 44 guns, commanded by Captain Isaac Hull, of Philadelphia, a gold medal was decreed to Captain Hull, by resolution of Congress of January 29, 1813.

OBVERSE.—*Device.*—Bust of Captain Hull.

Legend.—Isaacus Hull peritos arte superat, Jul. MDCCCXII Aug. certamine fortes.

REVERSE.—*Device.*—A representation of the contest between the Constitution and Guerriere at the period when the attempt to board the former frigate having been repulsed, her raking broadsides have carried away the main and foremast of the Guerriere, which are falling. The Constitution is but little injured.

Legend.—Horæ momento victoria.

Exergue.—Inter Const. Nav. Amer. et Guer. Angl.

NOTE.—Silver medals were awarded also to each of the commissioned officers of the Constitution.

OCCASION.—The capture, on the 18th October, 1812, after an action of 43 minutes, of the British sloop-of-war Frolic, of 22 guns, commanded by Captain Whinyates, by the American sloop-of-war Wasp, of 18 guns, under the command of Captain Jacob Jones, of Delaware, to whom a gold medal was awarded by resolution of Congress of January 29, 1813.

OBVERSE.—*Device.*—Bust of Captain Jones.

Legend.—Jacobus Jones virtus in ardua tendit.

REVERSE.—*Device.*—A representation of the engagement between the Wasp and the Frolic. The main topmast of the former has been shot away, and as she is run across the course of the Frolic, her crew are in the act of boarding the latter at her bow, and delivering a broadside as she passes. The bowsprit of the Frolic has run between the main and mizzen rigging of the Wasp.

Legend.—Victoriam hosti majori celerrime rapuit.

Exergue.—Inter Wasp Nav. Ameri. et Frolic Nav. Ang. Die XVIII Oct., MDCCCXII.

NOTE.—Silver medals were also awarded to the commissioned officers under Captain Jones.

OCCASION.—The capture, on the 25th October, 1812, of the English frigate Macedonian, of forty-nine guns, Captain John S. Carden, by the American frigate United States, Captain Stephen Decatur, of Philadelphia, to whom Congress awarded a gold medal, by resolution of January 29, 1813.

OBVERSE.—*Device.*—The bust of Stephen Decatur.

Legend.—Stephanus Decatur, navarchus, pugnis pluribus, victor.

REVERSE.—*Device.*—Representing the engagement of the two frigates. The topmasts of the Macedonian are shot away and her guns silenced; the United States has but a few shots through her sails.

Legend.—Occidit signum hostile sidera surgunt.

Exergue.—Inter Sta. Uni. Nav. Amer. et Maccdo. Nav. Ang. Die XXV Octobris, MDCCCXII.

NOTE.—Silver medals were also awarded to each of the commissioned officers under Captain Decatur.

OCCASION.—The capture, on the 29th December, 1812, after an engagement of two hours and five minutes, of the British frigate Java, of forty-nine guns, Captain Lambert, by the frigate Constitution, of forty-four guns, Captain William Bainbridge, of Philadelphia, to whom Congress awarded a gold medal, by resolution approved March 3, 1813.

OBVERSE.—*Device.*—The bust of Captain Bainbridge.

Legend.—Gulielmus Bainbridge, patria victisque laudatus.

REVERSE.—*Device.*—The Java is represented with all her masts shot away; only the three stumps remain above deck. The Constitution, on the other hand, has but a few rents in her sails.

Legend.—Pugnando.

Exergue.—Inter Const. Nav. Ameri. et Jav. Nav. Angl. Die XXIX Decem., MDCCCXII.

NOTE.—Silver medals were also awarded to the commissioned officers of the frigate Constitution.

OCCASION.—The capture, after an action of less than fifteen minutes, on the 24th of February, 1813, of the British brig Peacock, of twenty guns and two swivels, Captain William Peake, by the American sloop-of-war Hornet, Captain James Lawrence, of New Jersey, who was killed during the engagement, and to whose nearest male relative a gold medal was decreed by resolution of Congress of January 11, 1814.

OBVERSE.—*Device.*—The bust of Captain Lawrence.

Legend.—Jac. Lawrence, Dulce et decorum est pro patria mori.

REVERSE.—*Device.*—The Peacock with her mizen-mast shot away is represented in the act of sinking, bow foremost; a boat from the Hornet is being rowed towards her.

Legend.—Mansuetud. maj. quam victoria.

Exergue.—Inter Hornet Nav. Ameri. et Peacock Nav. Ang. Die XXIV Feb., MDCCCXIII.

NOTE.—Silver medals were also presented by Congress to each of the commissioned officers of the sloop Hornet.

OCCASION.—The capture, after an action of forty-five minutes, on the 4th of September, 1813, of the British sloop-of-war Boxer, of fourteen guns, Captain Blythe by the American brig Enterprise, of fourteen

guns, Lieutenant Burrows, of Philadelphia, whose nearest male relative was awarded a gold medal by resolution of Congress of January 6, 1814.

OBVERSE.—*Device.*—An urn placed upon a tomb, surrounded by various military emblems, and a wreath hanging from a trident. The pedestal bears the inscription *W. Burrows.*

Legend—Victoriam tibi claram, patriæ mœstam.

REVERSE.—*Device.*—A view of the action between the Enterprise and Boxer, in sight of the coast; the latter, upon the larboard side of the Enterprise, has her guns silenced and her main-topmast shot away.

Legend.—Vivere sat vincere.

Exergue.—Inter Enterprize Nav. Ameri. et Boxer Nav. Brit. Die IV Sept., MDCCCXIII.

OCCASION.—The capture of the British sloop-of-war Boxer, as above. Gold medal awarded by resolution of Congress of January 6, 1814, to Lieutenant Edward R. McCall, of South Carolina, the second in command of the American brig Enterprize during the engagement.

OBVERSE.—*Device.*—Bust of Lieutenant McCall.

Legend.—Edward R. McCall, navis enterprize præfectus.

Exergue.—Sic itur ad astra.

REVERSE.—*Device, legend,* and *exergue,* same as those on the preceding medal to Lieutenant Burrows.

NOTE.—Silver medals were also awarded by Congress to the commissioned officers under Lieutenant Burrows.

OCCASION.—By resolution of Congress of February 13, 1835, a gold medal was presented to Colonel George Croghan, commander of Fort Stephenson, on Sandusky bay, and its garrison of one hundred and sixty men, for his gallant defence of that fort, on the 2d of August, 1813, against the attack of a very much superior force of five hundred British regulars and eight hundred Indians, commanded by General Proctor.

OBVERSE.—*Device.*—Bust of Colonel Croghan.

Legend.—Presented by Congress to Colonel George Croghan.

Exergue.—1835.

REVERSE.—*Device.*—The American Fort Stephenson, at Sandusky, is represented with the men under arms within. A fire has been opened upon the English and the Indian line, which is seen in the right fore ground advancing to the attack upon the fort. Three vessels upon the bay in the back ground.

Legend.—Pars magna fuit.

Exergue.—Sandusky, 2d August, 1813.

OCCASION.—A gold medal was awarded by resolution of Congress, of January 6, 1814, to Captain Perry, commander of the American fleet composed of three brigs, five schooners, and one sloop, carrying fifty-four guns and two swivels, for a signal defeat of the British squadron composed of two ships, one brig, two schooners, and one sloop, carrying sixty-three guns, (three on pivots) two howitzers, and two swivels, obtained upon Lake Erie, September 10, 1813.

OBVERSE.—*Device.*—Bust of Captain Perry.

Legend.—Oliverus H. Perry, princeps stagno Eriense—classim totam contudit.

REVERSE.—*Device.*—The American and British fleets closely engaged on Lake Erie.

Legend.—Viam invenit virtus aut facit.

Exergue.—Inter class, Ameri. et Brit. die X Sept., MDCCCXIII.

NOTE.—Congress also awarded medals of silver to each of the commissioned officers (whether of the army or navy) engaged in the action on Lake Erie, and one to the nearest male relative of Lieutenant John Brooks of the marine corps, who was killed during the engagement.

OCCASION.—The second gold medal struck in commemoration of the victory over the British squadron on Lake Erie was awarded by resolution of Congress of January 6, 1814, to Captain Jesse Duncan Elliott, of Baltimore, the second in command of the American fleet during that contest.

OBVERSE.—*Device.*—Bust of Captain Elliott.

Legend.—Jesse D. Elliott, nil actum reputans si quid superesset agendum.

REVERSE.—*Device, legend* and *exergue* same as of the medal presented by Congress to Captain Perry.

OCCASION.—The third gold medal struck in honor of the victory on Lake Erie, was presented by the legislature of the State of Pennsylvania, by vote of January 31, 1814, to Captain Perry.

OBVERSE.—*Device.*—Bust of Captain Perry.

Legend.—Oliverus Hazard Perry, pro patria vicit.

Exergue.—Presented by the government of Pennsylvania.

REVERSE.—*Device.*—Representation of an engagement between two fleets of small vessels. His flag ship the Lawrence having been disabled during the action, Captain Perry is seen erect in a boat passing to the Niagara, to which vessel he is about shifting his flag, and upon the truck of which an eagle is about to perch with the American colors in its talons, and bearing in its beak the inscription, VICTORY!

Legend.—"We have met the enemy and they are ours."

Exergue.—British fleet on Lake Erie, captured September 10, 1813.

OCCASION.—Medals, commemorative of the victory on Lake Erie, were struck by order of the State of Pennsylvania, for presentation to those of her citizens who volunteered on board of the American squadron on that occasion.

OBVERSE.—*Device* and *legend* same as of the preceding medal to Captain Perry.

REVERSE.—*Device.*—"*To* ———," (a blank being left for the insertion of the name of the recipient,) enclosed by a wreath of laurel.

Legend—"We have met the enemy and they are ours."—Perry.

Exergue—In testimony of his patriotism and bravery in the naval action on Lake Erie, September 10, 1813.

NOTE.—The State of Pennsylvania presented gold medals also to Captain Elliott and Lieutenant John J. Yarnell, for their bravery during the engagement upon Lake Erie.

OCCASION.—By resolution of Congress of April 4, 1818, a gold medal was directed to be struck for General W. H. Harrison, for his victory over the combined English and Indian forces at the battle of the Thames, on the 5th of October, 1813.

OBVERSE.—*Device.*—Bust of General Harrison.

Legend.—Major General William H. Harrison.

REVERSE.—*Device.*—A female is represented placing a wreath of laurel upon bayonets fixed upon a musket, and with a staff of colors and another musket is stacked above a drum, cannon, quiver of arrows and box. With her right hand she holds a halbert and rests upon an American shield. From the point of the stacked muskets and staff hangs a badge bearing the inscription *Fort Meigs, Battle of the Thames.*

Legend.—Resolution of Congress, April 4, 1818.

Exergue.—Battle of the Thames, October 5, 1813.

OCCASION.—The second gold medal commemorative of the battle of the Thames was voted by Congress, by resolution of April 4, 1818, to Governor Isaac Shelby.

OBVERSE.—*Device.*—Bust of Governor Shelby.

Legend.—Governor Isaac Shelby.

REVERSE.—*Device.*—The battle of the Thames. The Indian force is drawn up upon the edge of the wood in the right back ground. On the left back ground the American force has broken the Indian line, and on the left fore ground a body of American infantry are seen advancing to the attack. In the fore ground, on the right, Governor Shelby is charging upon the enemy at the head of his mounted rangers, and in the centre, on the open space between the opposing columns, the principal event of the battle is represented—the death of the Indian chief Tecumseh, at the hands of Colonel Johnson.

Legend.—Battle of the Thames, October 5, 1813.

Exergue.—Resolution of Congress, April 4, 1818.

OCCASION.—By resolution of Congress of October 21, 1814, a gold medal was awarded to Captain Lewis Warrington, of Virginia, commander of the American sloop-of-war Peacock, of 18 guns, for the capture, on the 29th of March, 1814, after a contest of forty-two minutes, of the English brig-of-war L'Epervie, of 18 guns, Captain Wales.

OBVERSE.—*Device.*—Bust of Captain Warrington.

Legend.—Ludovicus Warrington, dux navalis Ameri.

REVERSE.—*Device.*—The engagement between the two vessels; the L'Epervie with her guns silenced and her topmast shot away.

Legend.—Pro patria paratus aut vincere aut mori.

Exergue.—Inter Peacock Nav. Ameri. et Epervie Nav. Ang. Die XXIX Mar., MDCCCXIV.

OCCASION.—For the capture, on the 28th of June, 1814, after an engagement of upwards of two hours, of the English sloop-of-war Reindeer, of 19 guns, Captain Manners, by the American sloop-of-war Wasp, of 18 guns, Captain Blakely, of North Carolina, a gold medal was awarded by Congress to Captain Blakely, by resolution of November 3, 1814.

OBVERSE.—*Device.*—The bust of Captain Blakely.

Legend.—Johnson Blakely, Reip. fœd. Am. Nav. Wasp dux.

REVERSE.—*Device.*—Representing the engagement between the Wasp and Reindeer; the guns of the latter vessel have been silenced, and her colors pulled down in token of defeat.

Legend.—Eheu! bis victor patria tua te luget plauditq.

Exergue.—Inter Wasp Nav. Ameri. et Reindeer Nav. Ang. Die XXVIII Junius, MDCCCXIV.

NOTE.—Silver medals were awarded also by Congress to each of the commissioned officers serving under Captain Blakely during the engagement.

OCCASION.—For the victory achieved upon Lake Champlain on the 11th September, 1814, over the British fleet, composed of one frigate, one brig, two sloops, and thirteen galleys, carrying 95 guns, under Captain Downie, by the American squadron, under Captain Thomas Macdonough, composed of four vessels and ten galleys, and carrying 86 guns, a gold medal was awarded to Captain Macdonough by resolution of Congress, approved October 20, 1814.

OBVERSE.—*Device.*—Bust of Captain Macdonough.

Legend.—Tho. Macdonough Stagno Champlain clas. reg. Brit. superavit.

REVERSE.—*Device.*—Representing the engagement between the American and English fleets; several boats rowed by sailors are upon the lake; to the left Plattsburg is seen in flames.

Legend.—Uno latere percusso alterum impavide vertit.

Exergue.—Inter Class. Ameri. N. Brit. Die XI Sept. MDCCCXIIII.

OCCASION.—The second gold medal commemorative of the victory on Lake Champlain was awarded, by resolution of Congress of October 20, 1814, to Captain Robert Henley, of the American ship Eagle, the second in command of the American fleet during that engagement.

OBVERSE.—*Device.*—Bust of Captain Henley.

Legend.—Robt. Henley Eagle Præfect-palma virtu perœternit florebit.

REVERSE.—*Device, legend,* and *exergue* the same as upon the preceding medal to Captain Macdonough.

OCCASION.—The third gold medal commemorative of the American victory over the British fleet upon Lake Champlain was awarded, by resolution of Congress of October 20, 1814. to Lieutenant Stephen Cassin, in command of the American ship Ticonderoga during that contest.

OBVERSE.—*Device.*—Bust of Lieutenant Cassin.

Legend.—Step. Cassin Ticonderoga præfect quæ regio in terris nos, non plena lab.

REVERSE.—*Device, legend,* and *exergue* the same as upon the two preceding medals to Captains Macdonough and Henley.

NOTE.—Silver medals were decreed, also, by Congress to the commissioned officers of the American fleet, to the officers of the army serving in it during the contest, and to the nearest male relative of Lieutenants Gamble and Stansbury, killed in the action.

OCCASION.—By resolution of Congress of November 3, 1814, a gold medal was directed to be struck for presentation to General Winfield Scott, in commemoration of the victories obtained by the forces under him over the British troops at the battles of Chippewa and Niagara, July 5 and 25, 1814.

OBVERSE.—*Device.*—Bust of General Scott.

Legend.—Major General Winfield Scott.

REVERSE.—An inscription enclosed by a circle formed of a serpent,

entwined by laurel and palm, viz: *Resolution of Congress November* 3, 1814. *Battles of Chippewa, July* 5, 1814, *Niagara, July* 25, 1814.

OCCASION.—By the resolution of Congress of November 3, 1814, a gold medal was awarded to General Gaines for his gallant defence of Fort Erie on the occasion of its attack by the British force under General Drummond, August 15, 1814.

OBVERSE.—*Device.*—Bust of General Gaines.

Legend.—Major General Edmund P. Gaines.

REVERSE.—*Device.*—Victory standing upon a shield lying on a sword, musket, halbert, and ball, a palm branch in her left hand, is placing with her right a laurel wreath upon the cascabel of a cannon fixed upright in the ground, with a scroll running round it bearing the inscription—ERIE. Against one of its trunnions rests the British colors, and from the other hangs a sword, and leaning upon it a halbert. On the ground to the right of the cannon are a howitzer, hemlet, and balls.

Legend.—Resolution of Congress, November 3, 1814.

Exergue.—Battle of Erie, August 15, 1814.

OCCASION.—A third gold medal, commemorative of the victories obtained over the British forces at Chippewa, Niagara, and Erie, was presented by resolution of Congress of November 3, 1814, to General P. B. Porter.

OBVERSE.—*Device.*—Bust of General Porter.

Legend.—Major General Peter B. Porter.

REVERSE.—*Device.*—Victory, standing, bears in her right hand a laurel wreath and palm branch, and in her left she holds out three flags inscribed, severally, *Erie, Chippewa, Niagara;* the Muse of History, seated before her, is recording the three victories at these places.

Legend.—Resolution of Congress, November 3, 1814.

Exergue.—Battles of Chippewa, July 5, 1814; *Niagara, July* 25, 1814; *Erie, September* 17, 1814.

OCCASION.—The fourth gold medal struck in honor of the victories obtained by the American arms at Chippewa, Niagara, and Erie, was decreed by the resolution of Congress of November 3, 1814, to General Jacob Brown.

OBVERSE.—*Device.*—Bust of General Brown.

Legend.—Major General Jacob Brown.

REVERSE.—*Device.*—The Roman fasces, indicative of the union of the States and the strength of the confederacy, surrounded, upon both sides, by stands of British colors, swords, muskets, and other military emblems. From the top of the fasces hangs a wreath of laurel, from which three tablets are suspended, bearing, respectively, the inscriptions, *Niagara, Erie, Chippewa;* and at its base, in front, the American eagle is standing upon the British flag.

Legend.—Resolution of Congress, November 3, 1814.

Exergue.—Battles of Chippewa, July 5, 1814; *Niagara, July* 25, 1814; *Erie, September* 17, 1814.

OCCASION.—The fifth gold medal commemorative of the victories achieved over the British forces at Chippewa, Niagara, and Erie, was

awarded by Congress, under its resolution of November 3, 1814, to General Miller.

OBVERSE.—*Device.*—Bust of General Miller.

Legend.—Brigadier General James Miller.

Exergue.—I'll try.

REVERSE.—*Device.*—The English forces are represented as drawn up upon the brow of a hill, where the advance of the American line is charging upon them, and General Miller is leading on his column to obtain possession of the battery which was so destructive to the American line. On the plain below, in the left back ground, the American camp is seen with the reserve corps in position. On the right and left foreground American troops are advancing to the attack of the British line upon the hill. In front is an artillery truck drawn by four horses, with artillery men riding.

Legend.—Resolution of Congress, November 3, 1814.

Exergue.—Battles of Chippewa, July 5, 1814; *Niagara, July* 25, 1814; *Erie, September* 17, 1814.

OCCASION.—The sixth gold medal presented under the resolution of Congress of November 3, 1814, to the several generals of the American forces present at the battles of Chippewa, Niagara, and Erie, was awarded to General Ripley.

OBVERSE.—*Device.*—Bust of General Ripley.

Legend.—Brigadier General Eleazer W. Ripley.

REVERSE.—*Device.*—Fame is represented hanging upon the branches of a palm tree a tablet bearing the inscriptions *Chippewa, Niagara, Erie.* In her right hand she carries a wreath of laurel, and bears her trumpet.

Legend.—Resolution of Congress, November 3, 1814.

Exergue.—Battles of Chippewa, July 5, 1814; *Niagara, July* 25, 1814; *Erie, August* 15, *September* 17, 1814.

OCCASION.—By resolution of Congress of November 3, 1814, a gold medal was awarded to General Macomb, for his gallant conduct at the battle of Plattsburg, on the occasion of its attack by the English army, September 11, 1814.

OBVERSE.—*Device.*—Bust of General Macomb.

Legend.—Major General Alexander Macomb.

REVERSE.—*Device.*—A representation of the battle of Plattsburg. In the left back ground vessels-of-war are shown upon the lake, in action, smaller craft are sailing about, and beyond, in the right back ground, mountains are visible. On the left fore ground the American line is seen in position, repulsing the British forces, which are advancing across the bridge from Plattsburg, in view to the left in flames.

Legend.—Resolution of Congress, November 3, 1814.

Exergue.—Battle of Plattsburg, September 11, 1814.

OCCASION.—A gold medal was awarded to General Jackson, by resolution of Congress of February 27, 1815, for his brave and successful repulse of the English troops, under General Sir Edward Packenham, in their attack upon New Orleans, January 8, 1815.

OBVERSE.—*Device.*—Bust of General Jackson.

Legend.—Major General Andrew Jackson.

REVERSE.—*Device.*—Victory is represented seated, sustaining with her left hand, in which she holds a laurel wreath, and from which a palm branch has fallen, a tablet upon which she is about to note the victory of the 8th of January, 1815, heading the record with the name *Orleans*. She is interrupted by Peace, bearing an olive branch in her right hand, and touching the tablet with her left, who is directing her to register the termination of the war between the United States and Great Britain, and the consummation of peace consequent thereupon.

Legend.—Resolution of Congress, February 27, 1815.

Exergue.—Battle of New Orleans, January 8, 1815.

OCCASION.—For the capture of the 20th of February, 1815, after an action of less than half an hour, of the British vessels-of-war the Cyane, of 34 guns, Captain Gordon Falcon, and the Levant, of 21 guns, Captain George Douglass, a gold medal was awarded to Captain Charles Stewart, of Philadelphia, commander of the American frigate Constitution, by resolution of Congress of February 22, 1816.

OBVERSE.—*Device.*—The bust of Captain Stewart.

Legend.—Carolus Stewart Navis Amer., Constitution dux.

REVERSE.—*Device.*—Representation of the engagement between the Constitution and the Cyane and Levant. The two latter occupy respectively the right and left fore ground, and in the centre of the back ground between them is the Constitution.

Legend.—Unâ victoriam eripuit ratibus binis.

Exergue.—Inter Constitu. Nav. Ameri. et Levant et Cyane Nav. Ang. Die XX. Febr., MDCCCXV.

NOTE.—Silver medals were awarded also to each of the commissioned officers serving during the action on board of the Constitution.

OCCASION.—A gold medal was awarded by the resolution of Congress of February 22, 1816, to Captain James Biddle, of Philadelphia, commander of the United States sloop-of-war Hornet of 18 guns, for the capture, after an engagement of twenty-two minutes, of the British sloop-of-war Penguin of 19 guns, Captain Dickinson, on the 23d of March, 1815.

OBVERSE.—*Device.*—Bust of Captain Biddle.

Legend.—The Congress of the United States to Captain James Biddle, for his gallantry, good conduct and services.

REVERSE.—*Device.*—Representing the engagement between the Hornet and the Penguin, in sight of the peak of Tristan d'Acunha; the Penguin is very much injured in her upper rigging, her guns are silenced, and her colors trailing in the water over her stern.

Legend.—Capture of the British ship Penguin, by the United States ship Hornet.

Exergue.—Off Tristan d'Acunha, March XXIII, MDCCCXV.

NOTE.—Silver medals were presented also to each of the commissioned officers under Captain Biddle.]

MEDALS STRUCK DURING THE WAR WITH MEXICO.

OCCASION.—A gold medal was awarded by resolution of Congress of July 16, 1846, to General Taylor, for the victories obtained by the

troops under his command over the Mexican forces in the battles fought at Palo Alto and Resaca de la Palma.

OBVERSE.—*Device.*—Bust of General Taylor.

Legend.—Major General Zachary Taylor.

REVERSE.—*Device.*—A circle formed by a serpent, entwined by laurel and palm, within which is the—

Legend.—Resolution of Congress, July 16th, 1846. *Palo Alto, May 8th,* 1846. *Resaca de la Palma, May 9th,* 1846.

OCCASION.—A second medal of gold was awarded to General Taylor, by resolution of Congress of March 2, 1847, for his brilliant victory over the Mexican army at Monterey, and the successful storming of that city by his forces.

OBVERSE.—*Device.*—Bust of General Taylor.

Legend.—Major General Zachary Taylor.

REVERSE.—*Device.*—A wreath formed of two oak branches within which is the—

Legend.—Resolution of Congress, March 2d, 1847. *Monterey, September,* 1846.

OCCASION.—At the suggestion of Professor Bache, Superintendent of the United States Coast Survey, medals of silver were struck, under the authority of the Treasury Department, for presentation to the surviving officers and crew of the coast survey brig Washington, commemorative of the loss of Lieutenant George M. Bache, United States navy, commander, and ten of the crew of that brig, who perished while in the performance of their duties, in a hurricane encountered off the coast of North Carolina, on the 8th of September, 1846. The then Secretary of the Treasury, in communicating with the Secretary of the Navy upon the subject, said: "I concur in opinion with the superintendent of the coast survey in regard to the conduct of Lieutenant Commanding George M. Bache on that melancholy occasion. He did all that nautical skill, coolness, and courage could accomplish, and it is certain that the safety of the vessel, and of the surviving officers and crew, is due, under Providence, to the last order which he gave, and which was in process of execution when he was swept by the sea from the deck of the vessel. He perished in the discharge of his duty, and his last act, which placed him in a position that occasioned his loss, secured the safety of the vessel and that of the surviving officers and crew."

OBVERSE.—*No Device.*

Legend.—The Treasury Department of the United States, Coast Survey to ———, (a blank for the name of the recipient.)

REVERSE.—*No device.*

Legend, surrounded by a wreath formed of laurel branches.—*For gallantry and humanity, Dec.,* 1846.

OCCASION.—By resolution of Congress of March 3, 1847, gold and silver medals were directed to be prepared and presented to the officers and men belonging or attached to the French, British, and Spanish ships-of-war in the harbor of Vera Cruz, who so gallantly, and at the imminent peril of their lives, aided in rescuing from a watery grave many of the officers and crew of the United States brig Somers, which was capsized and sunk in ten minutes, during a heavy gust in the

Gulf of Mexico, on the 10th of December, 1846. Of the seventy-six persons composing the crew of the Somers thirty-nine were lost, including two officers, the acting sailing-master, and a passed midshipman.

OBVERSE.—*Device.*—Representing the United States brig Somers, when struck by the heavy gust in the Gulf of Mexico. The brig has been capsized, and the waves are dashing over her side.

Legend.—Somers Navis Americana.

Exergue.—Ante Vera Cruz, Dec. 10th, 1846.

REVERSE.—*Device.*—The brig Somers represented in the gust during which she was lost, in the Gulf of Mexico, off the harbor of Vera Cruz. In the foreground, three boats carrying respectively the English, French, and Spanish colors, are pulling to her assistance.

Legend.—Pro vitis Americanorum conservatis.

OCCASION.—A third gold medal was presented to General Taylor, under the resolution of Congress of May 9, 1848, for the victory obtained by the American force under his command over the Mexican army of much superior strength, on the 22d and 23d of February, 1847, at Buena Vista.

OBVERSE.—*Device.*—Head of General Taylor, about which is a wreath of oak and laurel branches.

Legend.—Major General Zachary Taylor.

Exergue.—Resolution of Congress, May 9, 1848.

REVERSE.—*Device.*—A circle formed by two snakes—one of them a rattlesnake—encloses a representation of the battle of Buena Vista. The distant back ground is skirted by a chain of mountains ; on the left, the Mexican force is drawn up, and a party of Americans are advancing to attack them. From the right back ground, a body of Mexican lance is approaching. In the left fore ground a breastwork has been thrown up, from behind which a fire is kept up upon the Mexican line. On an elevation in the right fore ground, General Taylor is seen mounted, with his staff about him, and to his right the American reserve corps in position.

Legend.—Buena Vista, Feb. 22 *and* 23, 1847.

OCCASION.—By resolution of Congress of March 9, 1848, a gold medal was awarded to General Scott for the several victories of the American army, under his command, obtained over the Mexican troops during the war between the United States and the republic of Mexico.

OBVERSE.—*Device.*—Bust of General Scott, at each side of which are fifteen stars, representing the thirty States then composing the confederacy.

Legend.—Major General Winfield Scott.

Exergue.—Resolution of Congress, March 9, 1848.

REVERSE.—*Device.*—Representations of the several engagements during the Mexican campaign at which General Scott commanded, each one enclosed by a wreath formed of laurel and oak branches, with the names of the several localities at which the battles occurred. The centre is occupied by the view of the taking of the *city of Mexico,* and is surrounded by others of the actions at *Vera Cruz, Cerro Gordo, Contreras, San Antonio, Churubusco, Molino del Rey, Chapultepec.*

OCCASION.—A second gold medal was voted to General Scott by the

State of Virginia, for his brave and gallant conduct while in command of the American troops in the war with Mexico.

OBVERSE.—*Device.*—A bust of General Scott, resting upon a branch of laurel and of oak, is placed upon a pedestal, supported upon each side by an eagle, behind which, projecting at either side, are several colors and various other military emblems. The pedestal bears the—

Legend.—The commonwealth of Virginia presents this medal to Major General Winfield Scott, as a memorial of her admiration for the great and distinguished serices of her son while commander-in-chief of the American armies in the war with Mexico, 1847.

REVERSE.—*Device.*—A column upon two stands of colors, entwined by a branch of laurel. A wreath formed of oak branches encloses the designs and inscriptions, and is held at the bottom by a shield bearing the coat-of-arms of the State of Virginia. Upon the top of the column an eagle, with outstretched wings and carrying a twig of laurel in its beak, has alighted. The cap of the column bears the date 1848, and just below is the word *Mexico*. The leaves of the laurel branch surrounding the column bear the names of the several battles during the campaign at which the recipient commanded, viz: *Chapultepec, Del Rey, Churubusco, Cerro Gordo, Vera Cruz;* and upon the base of the column is the date 1812. On the right background a party are bombarding before the walls of a town, to the left another party are storming a fort upon the brow of a hill; on the left back ground troops are advancing upon a fort, and to their left a besieging party are about opening fire upon a city before them.

Legend.—Fecit quod cogitavit.

Exergue.—From Virginia.

MEDALS STRUCK SINCE THE WAR WITH MEXICO.

OCCASION.—Martin Koszta, one of the Hungarian refugees, and formerly of the suite of Kossuth, was suddenly seized in a café at Smyrna, by the Austrian authorities, in the latter part of June, 1853, and was placed on board of the Austrian brig-of-war Hussar, orders being issued by the Austrian consul, on the 29th, that he should be carried away. On the 28th Captain Ingraham, of the United States sloop-of-war St. Louis, having learned that Koszta had taken the preliminary steps to secure his naturalization in the United States, and that he was furnished with an American passport, entered his protest against the orders of the Austrian consul until the facts of the case could be fully ascertained, and on the next day brought the guns of his vessel to bear upon the Austrian brig in which Koszta was confined. Having obtained a delay until the 2d July, on that day Captain Ingraham, having learned from Mr. Brown, United States chargé at Constantinople, that Koszta was entitled to American protection, went on board of the Austrian brig, accompanied by the Austrian consul. In his interview with Koszta the latter claimed to be an American citizen and demanded the protection of such, which Captain Ingraham promised he should have, and subsequently notified the Austrian authorities at Smyrna that Koszta must be released by four o'clock that afternoon. Both vessels then cleared for action, and appearances in-

dicated that the difficulty would be decided by an appeal to arms. Fortunately, however, by an arrangement made between the Austrian and American consuls, it was agreed that Koszta should be placed in the custody of the French consul, who consented to become his custodian, until his claim to protection should be decided by the two governments. Eventually Koszta was released and returned to the United States. He would, doubtless, have been immediately executed had he been taken to Vienna, The spirited conduct of Captain Ingraham on the occasion was endorsed by his government, and a gold medal awarded to him by resolution of Congress of August 4, 1853.

OBVERSE.—*Device.*—Smyrna in the distance, surrounded by the shipping, hills, and fortifications. The American sloop-of-war St. Louis and the Austrian brig-of-war Hussar, confronting each other, are at anchor before the city.

No legend.

Exergue.—The inscription—*Smyrna, American sloop-of-war St. Louis; Austrian brig-of-war Hussar.*

INVERSE.—*Device.*—Encircled by a wreath of branches of oak and laurel, in bold relief, (within the lower part of which and beneath, diverging columns of rays, and the thirty-one stars, representing the States composing the American constellation, is seen the American eagle, with wings expanded, and grasping in its talons an anchor,) is the—

Legend.—Presented by the President of the United States to Commander Duncan N. Ingraham, as a testimonial of the high sense entertained by Congress of his gallant and judicious conduct on the 2d of July, 1853.

OCCASION.—The *San Francisco*, a new ship, left the port of New York upon her first voyage on the 22d of December, 1853, under the command of Captain Watkins, with the United States troops forming companies A, B, D, G, H, I, K, and L, of the third regiment United States artillery, amounting, with the non-commissioned staff and band, to nearly 550 men. Including her passengers, officers, and crew, and cabin and steerage waiters, she carried over 700 persons. When off Charleston, on the 24th of December, she met with a northwest wind, which soon increased to a gale. At 9 o'clock on the evening of the 25th December, she shipped a heavy sea amid ships, which washed about one hundred and fifty of the troops overboard. The ship opened in the seams, over the wales a large portion of the quarter deck was stove in, and it was only by the greatest exertion that she was kept afloat. In this deplorable state, the condition of those remaining was rendered still more terrible by the outbreak, on the 27th of December, of a disease resembling Asiatic cholera. The steerage passengers and waiters broke into the provision-room and feasted at will, and broke open and pillaged the trunks of the ladies; while the raw recruits, in imitation of their example, became also unmanageable. By this time the ship had drifted northward and was nearly opposite to Boston, in longitude sixty-one degrees. On board, all was confusion and consternation. The barque Kilby, from New Orleans, Captain Low, which, although herself suffering from lack of provisions, had remained by and relieved the *San Francisco* of her lady passengers, dis-

appeared during the night of the 29th of December. On the 2d of January following, (1854,) the *Three Bells*, Captain Creighton, of Glasgow, appeared in sight and remained by the *San Francisco*, rendering her such assistance as was possible, receiving on board as many of her passengers as she could carry, and taking her departure with them, after remaining by the *San Francisco* all night. The *Antarctic*, from New York, Captain Stouffer, which had overtaken the ship on the 3d of January, rescued the remaining persons on board of the *San Francisco*, about one hundred and forty soldiers, with some officers, including Captain Watkins of the ill-fated ship, who was the last to leave his vessel, and which, having been scuttled by his order, went down soon after they left her. After the *Kilby* parted from the steamer, on the night of the 29th of December, the passengers rescued by her, together with her own officers and crew, suffered terribly from hunger and thirst. Several times she approached the coast, but was driven back by adverse winds. The first day a ship biscuit and a small slice of bacon was allotted to each, but, on the second, the biscuit was withheld from the males on board. A small quantity of corn on board, partially wasted and served out by the handful, formed their chief nourishment for fourteen days, with the daily allowance to each passenger of a wine glass full of water. Fortunately, several rain storms occurred, and once a fall of snow. Garments were spread to catch the precious drops, and the famishing creatures devoured the snow as it descended, and, but for this benefaction of the elements, large numbers must have perished with thirst. To complete the intensity of their sufferings, the crew threatened to mutiny. On the morning of the 13th January, however, the *Kilby* was overtaken by the *Lucy Thompson*, Captain Pendleton, of New York, who removed all the passengers and crew from the barque, except four of the former and twelve of the United States troops, who volunteered to assist the captain to work the *Kilby* into Boston, where she arrived in due time. The *Lucy Thompson* reached New York in safety, on the 14th of January, (1854,) where the *Three Bells* had preceded her on the previous day, with the portion of the passengers rescued by her from the *San Francisco*, the remainder of whose surviving passengers and crew reached Liverpool in safety, on board the *Antarctic*. By this disaster and extreme suffering from exposure and starvation nearly two hundred persons perished. In testimony of the conduct of Captains Creighton, Low, and Stouffer, the city of Philadelphia presented to each of them a medal of gold.

OBVERSE.—*Device.*—The coat of arms of the city of Philadelphia. A shield supported on either side by two female figures, one holding in her right hand a scroll, and in her left, above the shield, a pair of evenly balanced scales, rests upon various agricultural products. The shield bears upon its centre a plough upon a field of grain, and below a ship is represented under full sail.

No legend.

REVERSE.—*No Device.*

Legend.—Testimonial to Captains Creighton, Low, and Stouffer, of the ships Three Bells, Kilby, and Antartic, from the corporation of the city of Philadelphia, for their gallantry in rescuing the passengers from the wreck of the steamer San Francisco, January, 1854.

A descriptive list of the medals struck in commemoration of national events, the dies of which are not in the mint.

MEDAL STRUCK IN HONOR OF EVENTS OCCURRING PRIOR TO THE REVOLUTION.

OCCASION.—A silver medal commemorative of the settlement of Pennsylvania by Penn and his followers. By what authority this medal was struck is not known.

OBVERSE.—*Device.*—Head of William Penn.

Legend.—William Penn; born 1644, *died* 1718.

REVERSE.—*Device.*—Penn, the founder of the colony in Pennsylvania, is represented standing, his walking cane in his left hand, and with his right shaking hands with an Indian chief, who carries a bow in his left hand.

Legend.—By deeds of Peace.

Exergue.—Pennsylvania settled 1681.

MEDALS STRUCK COMMEMORATIVE OF EVENTS DURING REVOLUTIONARY WAR.

OCCASION.—By vote of Congress, of March 25, 1776, a gold medal was ordered to be struck for General Washington, and a vote of thanks also passed to him and the officers and troops under his command for their wise and spirited conduct in the siege and acquisition of Boston.

OBVERSE.—*Device.*—Head of General Washington in profile.

Legend.—Georgio Washington supremo duci exercituum adsertori libertatis.

Exergue.—Comitia Americana.

REVERSE.—*Device.*—In the back ground the British troops are embarking from the city of Boston in vessels upon the bay. In the left fore ground the American entrenchments opposite the city are seen, with the troops drawn up under arms preparatory to marching into the city. On an elevation in the right fore ground, overlooking the American position, General Washington is mounted, with his staff, to whom he is pointing out the embarking enemy.

Legend.—Hostibus primo fugatis.

Exergue.—Bostonium recuperatum XVII Martii, MDCCLXXVI.

NOTE.—The die for this medal was executed at Paris, and is now deposited at the Mint Museum thereat.

OCCASION.—A medal, intended, most probably, to commemorate the Declaration of Independence by the thirteen colonies from the British yoke, and in honor of Benjamin Franklin, was struck more than fifty years ago at the mint. The die for this medal is wanting to the mint collection.

OBVERSE.—*Device.*—The bust of Franklin.

Legend.—Lightning averted—Tyranny repelled.

REVERSE.—*Device.*—An oak, at the root of which the American beaver is gnawing, symbolical of the destruction of the authority and supremacy of the mother country in the colonies.

No legend.

Exergue.—The date 1776.

OCCASION.—The battle between the American and British forces at Germantown, near Philadelphia, during the war of the revolution.

OBVERSE.—*Device.*—A representation of the prominent circumstance of the battle, viz: the taking, by the 49th British regiment under Lieutenant Colonel Musgrave, of Mr. Chew's house, while the body of the American line were pursuing the retreating British army. Artillery playing upon a stone house from a distance. Fields at either side and troops advancing between them.

REVERSE.—*No device.*

Legend.—Germantown, October 4, 1777.

OCCASION.—A silver medal was struck, (probably by the French government,) commemorative of the consummation of the alliance between the governments of France and the United States during the war of the revolution.

OBVERSE.—*Device.*—A head of Liberty, with a staff on which is the liberty cap over her right shoulder.

Legend.—Libertas Americana, 4 *Juil.*, 1776.

REVERSE.—*Device.*—Pallas is holding in her left hand a shield with the arms of France (three fleurs de lis) upon it. In her right she holds a barbed javelin, which she is about to thrust into a leopard springing against the shield, beneath which, an infant, representing America, is seen strangling a serpent in each hand, and is stooping to another lying at its feet.

Legend.—Non sine Diis animosus infans.

Exergue.—17 Oct: 1777.
19 1781.

NOTE.—The representation of the infant America strangling the serpents, in the *device* upon the *reverse* of the medal, is evidently an allusion to the story in ancient mythology of the destruction by Hercules, assisted by the protection of the goddess Pallas, of the two serpents which attacked him in his cradle. The dates upon the *exergue* are those marked by the two principal epochs of the war of the revolution, viz: the destruction of the two British armies, (represented by the serpents,) first, by the surrender of General Burgoyne at Saratoga, October 17, 1777, and second, by the surrender of Lord Cornwallis at Yorktown, October 19, 1781. The *legend* is from the 4th ode, 3d book of Horace.

OCCASION.—A gold medal was awarded to General Wayne, by resolution of Congress of July 26, 1779, for the taking of Stony Point, on the North river, by storm on the night of the 15th of July, 1779.

OBVERSE.—*Device.*—An Indian queen, crowned, wearing a short apron of feathers, a quiver upon her back, and a mantle hanging behind from the girdle of her apron, holds in her left hand a mural crown towards General Wayne, to whom she is presenting with her right a wreath of laurel. General Wayne, his chapeau in his right, is receiving the wreath with his left hand. At the feet of the queen is a bow and an alligator, resting upon which is a shield bearing the American stripes.

Legend.—Antonio Wayne exercitus.

Exergue.—Comitia Americana.

REVERSE.—*Device.*—A fort, with the British flag flying, and having two turrets, is shown upon the brow of a hill, up the sides of which troops are advancing in Indian file. Vessels on the river, to the left of the hill, towards which more troops are advancing along the edge of the river. In the left fore ground a piece of artillery is so posted as to beat upon the fort, and to the right a party of the American line are seen marching towards the hill.

Legend.—Stony Point Expugnatum.

Exergue.—XV Jul., MDCCLXXIX.

OCCASION.—A second medal, (of silver,) commemorative of the taking of Stony Point, was awarded by resolution of Congress of July 26, 1779, to Captain Stewart.

OBVERSE.—*Device.*—An Indian queen, personifying America, is represented with quiver upon her back, and bow and an alligator at her feet, presenting a palm branch to Captain Stewart. With her left hand she sustains a shield resting upon the ground, and bearing the American stripes.

Legend.—Johanni Stewart cohortis præfecto.

Exergue.—Comitia Americana.

REVERSE.—*Device.*—A fort upon an eminence; troops advancing in front and rear up the hill to storm it. An officer is leading his men, with charged bayonets, over abatis in the fore ground, in pursuit of a retreating enemy. Ships in sight upon the river, and troops advancing along the shore.

No legend.

Exergue.—Stony Point oppugnatum XV Jul., MDCCLXXIX.

OCCASION.—The third gold medal, struck under the resolution of Congress of July 26, 1779, in honor of the taking of Stony Point from the British, was of silver, and awarded to Colonel Fleury, for his conduct during that engagement.

OBVERSE.—*Device.*—A soldier, helmeted, clothed, and armed after the ancient Roman fashion, is standing among the ruins of a fort, tramping upon a flag with his right foot, the staff of which he holds in his left hand. In his right hand, which is extended, he carries a naked short sword.

Legend.—Virtutis et audaciæ minum et præmium.

Exergue.—D. De Fleury Equiti Gallo primo supermuras resp. Americ. D. D.

REVERSE.—*Device.*—A fort with two turrets, and a flag flying upon a hill overlooking the river below, upon which vessels are visible. At the left base of the hill are two water batteries, one of which is being discharged at a vessel upon the river.

Legend.—Aggeres paludes hostes victi.

Exergue.—Stony Pt. expugn. XV Jul., MDCCLXXIX.

OCCASION.—By resolution of Congress passed October 16, 1787, a gold medal was awarded to Captain John Paul Jones, of the Bon Homme Richard, of 34 guns, for the capture of the English frigate Serapis, of 44 guns, Captain Pearson, after a very severe engagement by moonlight, of four hours' duration, on the 23d of September, 1779.

OBVERSE.—*Device.*—Bust of Captain Jones. (Believed to be a good likeness.)

Legend.—Joanni Paulo Jones Classis Præfecto.

Exergue.—Comitia Americana.

REVERSE.—*Device.*—A representation of the engagement between the Richard and the Serapis, which are grappled, yard arm and yard arm. The Serapis is very much shattered in the side. The Countess of Scarborough, of 22 guns, the consort of the Serapis, is lying across her bows. Sailors are in the water clinging to floating spars.

Legend.—Hostium navvibus captis aut fugatis.

Exergue.—Ad oram Scotiæ XXIII Sept., MDCCLXXVIIII.

OCCASION.—Three silver medals were awarded by vote of Congress of November 3d, 1780, to John Paulding, David Williams and Isaac Van Wart, who intercepted Major John Andre in the character of a spy, and notwithstanding the large bribes offered them for his release, nobly disdaining to sacrifice their country for the sake of gold, secured and conveyed him to the commanding officer of the district, whereby the dangerous and traitorous conspiracy of Benedict Arnold was brought to light, the insidious designs of the enemy baffled, and the United States rescued from impending danger. These medals, which were of oblong shape, were presented to the recipients in the presence of the whole American army, during the following year, by General Washington, together with a copy of the resolution of Congress, awarding them a pension, to each $200 annually during life, and a vote of thanks for their patriotic conduct.

OBVERSE.—*Device.*—A raised shield surrounded by branches of laurel and palm.

Legend.—Fidelity.

REVERSE.—*Device.*—A wreath formed of palm branches enclosing a blank for the insertion of the name of the recipient of the medal.

Legend.—Vincit Amor Patriæ.

OCCASION.—In honor of the brilliant victory obtained at Cowpens by the American troops, over a much superior force of British regulars, under Lieutenant Colonel Tarleton, a medal was struck as follows:

OBVERSE.—*Device.*—A mounted officer in front is leading a body of American cavalry in pursuit of fleeing British troops. Victory, with a palm branch in her left, and a wreath of laurel in her right hand, is seen flying over the heads of the American soldiers.

Legend.—Gulielmo Washington legionis equit præfecto.

Exergue.—Comitia American.

REVERSE.—*No device.*

Legend.—(Enclosed by a wreath of laurel.) *Quod parva militum manu strenue prosecutus hostes virtutis ingenitæ præclarum specimen dedit in pugna ad Cowpens, XVII Jan., MDCCLXXXI.*

OCCASION.—By a resolution of Congress of March 9, 1781, a silver medal was awarded to Lieutenant John Eager Howard, for his intrepidity and skill at the battle of Cowpens.

OBVERSE.—*Device.*—A mounted officer is pursuing, and about to strike down, with his uplifted sword, a retreating foot soldier bearing a stand of colors. Victory, carrying a palm branch in her left hand, is descending between them, and in front of the officer, over whose head she holds a wreath of laurel in her right hand.

Legend.—Joh. Egar. Howard, legionis peditum præfecto.

Exergue.—Comitia Americana.

REVERSE.—*No device.*

Legend.—(Enclosed within a wreath of laurel.) *Quod in nutantem hostium aciem subito erruens præclarum bellicæ virtutis specimen dedit in pugna ad Cowpens, XVII Jan., MDCCLXXXI.*

OCCASION.—By resolution of Congress of October 29, 1781, a gold medal was awarded to General Green, for his gallant conduct at the battle of Eutaw Springs, South Carolina, September 8, 1781.

OBVERSE.—*Device.*—Bust of General Green.

Legend.—Nathaniel Green egregio duci. Comitia Americana.

REVERSE.—*Device.*—Victory, bearing in her left hand a palm branch, and holding in her upraised right a wreath of laurel, is in the act of alighting upon the earth, stepping upon a broken shield, beneath and about which another shield, broken arms, a laurel branch and colors are lying.

Legend.—Salus regionum australium.

Exergue.—Hostibus ad Eutaw debellatis die VIII September MDCCLXXXI.

OCCASION.—A medal was struck (by what authority does not appear) commemorative of the recognition of Hon. John Adams as envoy extraordinary to the Dutch government during the war of the revolution.

OBVERSE.—*Device.*—An altar, with incense burning, over the front of which is a caduceus between two cornucopiæ. Over it the goddess Pallas, bearing in her left hand a lance, having upon it a hat of Dutch fashion, is shaking hands with an Indian queen, personifying America, under whose foot the head of a prostrate lion is pressed down, and upon whose head she is about to place the hat. The sun is shining above them.

Legend.—Libera Sorar.

Exergue.—Solemni Decr. agn. XIX April, MDCCLXXXII.

REVERSE.—*Device.*—The Rock of Independence, against which the British unicorn has broken his horn, part of which is lying upon the ground.

Legend.—Tyrannus virtute repulsa.

Exergue.—Sub Galliæ auspiciis.

OCCASION.—A medal was struck (by what authority is not known) in honor of the treaty of friendship and commerce entered into between the Dutch government and that of the United States.

OBVERSE.—*Device.*—Fame, bearing in her hand the shields of the two nations, is proclaiming from the clouds through her trumpet the consummation of the treaty of amity and intercourse between the two governments. Underneath is the club of Hercules and the British lion.

Legend.—Faustissimo Fœdere functæ die VIII Oct., MDCCLXXXII.

REVERSE.—*Device.*—Against a pyramid is placed a group composed of a battle-axe and shield, and on the top of which rests a crown. From the base of the pyramid hangs a scroll, bearing the inscription PRODROMUS. Mercury is crowning the group with the caduceus, which he carries in his hand. A cock is standing upon an anchor stock.

Legend.—Justitiam et non tempere divos.

Exergue.—S. P. Q. Amet. sacrum.

OCCASION.—A medal was struck at Paris (and in all probability by the government of France, in compliment to Benjamin Franklin) which would appear to be commemorative of American Independence and the recognition of Franklin as United States envoy to the court of France.

OBVERSE.—*Device.*—Head of Benjamin Franklin.

Legend.—Benjamin Franklin, Minist. Plen. des Etats Unis De l'Ameriq., Sept., MDCCLXXXIII.

REVERSE.—*Device.*—Representing the construction of the temple of liberty by the nine sisters, four of whom are laboring with chisels upon a block of stone; three are at work upon the columns of the edifice, and the remaining two are conversing.

Legend.—De leurs travaux naitre leur glorie.

MEDAL STRUCK IN COMMEMORATION OF EVENTS SUBSEQUENT TO THE REVOLTTION

OCCASION.—A medal was struck more than half a century since at the mint, (by what authority is not stated,) which was intended probably to commemorate the conclusion of the hostilities between the mother country and her united colonies.

OBVERSE.—*Device.*—Busts of Washington and Franklin, side by side.

No legend.

REVERSE.—The eagle of America, carrying a branch of olive in its beak, and bearing lightning in its talons, is descending from the clouds upon the United States.

No legend.

Exergue.—The date 1783.

MEDAL STRUCK DURING THE WAR WITH THE GOVERNMENT OF THE BASHAW OF TRIPOLI.

OCCASION.—By resolution of Congress of March 3, 1805, a gold medal was awarded to Commodore Preble, for his conduct in the bombardment of Tripoli on the 3d of August, 1804.

OBVERSE.—*Device.*—Bust of Commodore Preble.

Legend.—Edwardo Preble duci strenuo.

Exergue.—Comitia Americana.

REVERSE.—*Device.*—Representing the bombardment, by the American fleet in the fore ground, of the forts and town of Tripoli in the back ground. The American vessels are drawn up in line, and several boats manned are seen in the water casting off to the attack of the enemy's shipping and batteries.

Legend.—Vindici commercii Americani.

Exergue.—Ante Tripoli MDCCCIV.

MEDAL STRUCK IN COMMEMORATION OF THE EVENTS OF THE WAR WITH MEXICO.

OCCASION.—In the year 1849, the State of New York, by a vote of

its legislature, presented to Colonel Bliss a gold medal for his distinguished services as an officer in the United States army, during the Mexican campaign.

OBVERSE.—*Device.*—Bust of Colonel Bliss.

Legend.—Presented to Lieutenant Colonel Bliss of the United States army for his gallant services in Mexico.

Exergue.—By the State of New York, 1849.

REVERSE.—*Device.*—The coat of arms of the State of New York. A tablet (or shield) upon which the sun is represented rising from behind hills, its rays reflected in the water, is supported upon the right by Justice with her scales and sword, and upon the left by Liberty sustaining a staff bearing the liberty cap. To the right of Justice a vessel under full sail by a pier, and to the left of Liberty a steam engine is crossing a bridge. Supported by a shield is a globe upon the top of which is an eagle, and below the tablet is the motto of the State, "*Excelsior.*"

Legend.—Monterey, Buena Vista, Palo Alto, Resaca de la Palma.

A list of the dies of the Presidential medals presented to the Indians, preserved at the mint of the United States.

Obverse.			*Reverse.*
Th. Jefferson, President U. S. A.		D. 1801.	Joined hands, and tomahawk and pipe crossed. The words *Peace and Friendship.*
James Madison,	do	1809.	Do do
James Monroe,	do	1817.	Do do
John Quincy Adams,	do	1825.	Do do
Andrew Jackson,	do	1829.	Do do
Martin Van Buren,	do	1837.	Do and inscription *March* 4, *A. D.* 1837.
John Tyler,	do	1841.	Do and inscription *April IV, MDCCCXLI.*
James K. Polk,	do	1845.	Do and inscription *March IV, MDCCCXLV.*
Zachary Taylor,	do	1849.	
Millard Fillmore,	do	1850.	Do and a husbandman leaning upon a plough, and an axe upright before him, in view of fields, confronting an Indian chief with whom he is conversing. The American flag waves across them both, and above it are the words *Labor, Virtue, Honor.*
Franklin Pierce,	do	1853.	

Of the above medals there are three sizes.

LIST OF THE DIES OF MEDALS OF INSTITUTES AND SOCIETIES PRESERVED AT THE MINT OF THE UNITED STATES.

The Agricultural Society of Philadelphia.
Musical Fund Society of Philadelphia.
Franklin Institute of the State of Pennsylvania, (four medals.)
The Pennsylvania State Agricultural Society.
The Pennsylvania Horticultural Society.

Boston City School Medal.
Massachusetts Horticultural Society, (two medals.)
Worcester County Mechanics' Association.
Connecticut State Agricultural Society.
Exhibition of Industry of all Nations at New York.
Royal Hawaiian Agricultural Society.
American Academy of Arts and Sciences, (Rumford medal.)
F. Dinge's Musical Academy.
Massachusett's Charitable Mechanics' Association, (two medals.)
Rickett's Circus.

LIST OF DIES PRESERVED AT THE MINT OF PRIVATE AND PERSONAL MEDALS.

Robert and Louisa Gilmor, ("to conjugal happiness.")
David Hosack, M. D.
J. H. B. Latrobe, (from the West Point cadets.)
Will. Page, (from Albany, N. Y.)
R. M. Patterson, (from officers and clerks of the mint of the United States on his retirement from the directorship thereof.)

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 71.

BRANCH MINT, NEW ORLEANS—INCREASED COMPENSATION OF CLERKS.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

RECOMMENDING

An appropriation to be made for the increased compensation of clerks in the Branch Mint at New Orleans.

APRIL 3, 1856.—Referred to the Committee of Ways and Means, and ordered to be printed.

TREASURY DEPARTMENT, *March* 29, 1856.

SIR: Under the provisions of the 23d section of the civil and diplomatic appropriation bill of 3d March, 1855, the salaries of assistant clerk and of the weigh clerk in the branch mint at New Orleans were increased from $1,500 to $1,800 per annum from 1st July, 1854. The proper item to cover this increase has been inserted in the printed estimates for the next fiscal year, namely, the year ending 30th June, 1857; but there has been none for the deficiency for the present year.

I have, therefore, to recommend that an appropriation be made for the increased compensation of clerks in the branch mint at New Orleans, under the 23d section of the act of the 3d March, 1855, for the year ending 30th June, 1856, $600.

I am, very respectfully, &c.,

JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. BANKS, Jr.,
Speaker of the House of Representatives.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 72.

ADDITIONAL CLERKS—TREASURY DEPARTMENT.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

ASKING

For additional Clerks.

APRIL 3, 1856.—Referred to the Committee of Ways and Means, and ordered to be printed.

TREASURY DEPARTMENT,
April 1, 1856.

SIR: I find it indispensable to the proper despatch of the public business to ask for the authority of Congress to appoint permanently seven additional clerks, namely:

In my own office	3
In the First Auditor's office	2
In the Fifth Auditor's office	2

The necessity for the additional clerks in my office arises out of the effort being made to settle up the old accounts, and collect the outstanding balances due to the United States. This business had been almost wholly neglected in former years, and, considering the evil required the promptest remedy, all the auditors were directed to report to me the balances on their books respectively. This has been done, and these balances are now all entered in one compendious register, minutely alphabeticized for reference. The number is about 3,600, and some progress has already been made in ascertaining the residence of the debtors, in corresponding with them, adjusting disputed or suspended items, and in collecting money.

In the First Auditor's office, the necessity for additional clerks arises chiefly out of the regulations, issued on the 17th instant, for the monthly rendition and settlement of all accounts, under the superintending authority of this department. (A copy of this regulation is enclosed.)

The necessity in the Fifth Auditor's office arises partly out of the same cause as in the First Auditor's, and partly out of the act of 1st

March, 1855, entitled "An act to remodel the diplomatic and consular systems of the United States," in giving fixed salaries in lieu of fees to consuls, thereby requiring settlements of accounts, as well for such salaries as for the fees collected, and made payable by the act into the Treasury.

Three of these clerks should be of the third class, two of the second, and two of the first.

I have the honor to be, very respectfully,

JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. BANKS, JR.,
Speaker of the House of Representatives.

General Regulations No. 65.—*Instructions to disbursing officers.*

TREASURY DEPARTMENT,
March 17, 1856.

Regulation, new series, No. 4, of June 15, 1853, having provided for the rendition, by collectors of the customs, of monthly accounts of revenue collected, it is hereby required, that from and after the 1st proximo, (April 1, 1856,) all other accounts appertaining to this department, for the receipt or disbursement of public money, be rendered monthly.

2. These accounts are:

All other accounts of receipt or disbursement of collectors and other officers of the customs.

Accounts of the treasurers of the mint, the branch mints, and the assay office.

Accounts of the treasurer or assistant treasurers, for the payment of interest and coupons of the public debt.

Accounts of the treasurer, for compensation of members of Congress.

Accounts of the Secretary of the Senate.

Accounts of the Clerk of the House of Representatives.

Accounts of the disbursing officers of the executive departments.

Accounts for the construction of custom-houses, marine hospitals, and other public buildings under the supervision of the Treasury.

Accounts of the secretaries of the Territories.

Accounts of marshals, and all other accounts, the superintending authority over which is in the Treasury Department.

3. Every monthly account current will bear a caption, indicating the object thereof: as collector of the customs; as disbursing agent; as superintendent of lights; as agent of the marine hospital, &c., &c., and will be in the form of debtor and creditor. On the left-hand side, the United States will be made debtor, and if the items of disbursement chargeable therein do not exceed six in number, they will be entered on the said side, by date, number, name, nature of disbursement, and amount. If they exceed six in number, they will be entered in an abstract or abstracts, in like manner, and the aggre-

gate amount, when footed up, be carried into the account. On the right-hand side of the account, the United States will be credited, specifically, with each sum of money received, by date, number, name, and nature of receipt, or upon abstracts, as in the case of the debits, if the number of the items of receipt require it. The debit and credit columns being added up, and the balance of the account cast on the one side or the other, it will be carried forward, and form the first item of debit or credit, as the case may be, in the next month's account. The account current so prepared will be attested by the following certificate:

"The foregoing account, with the abstract and vouchers thereof, is in conformity with the general instructions of the Treasury Department of March 17, 1856."

[Here affix the proper signature of the disbursing agent, with his official title.]

And if such account be made by a collector of the customs, and there be a naval officer in the district of such collector, it will be further attested by the following certificate:

"I have examined the foregoing account, including the vouchers appertaining thereto, and certify that they are correct, and in conformity with the law and regulations.

"A B, *Naval Officer.*"

4. When two or more bonds have been given by the same officer, the account should always be stated under each bond separately, and debits and credits always entered in the accounts respectively to which they properly belong, and the date of the bond under which each account is rendered must be stated in the caption. The balance due on an account rendered under one bond is not to be carried into an account rendered under a subsequent bond, but must be accounted for and paid specifically as a balance due under such bond. The transactions under a new bond will commence from the time the officer receives a new commission, and takes the oath of office under it; and the transactions under the old bond will be entered in the account up to the date of such oath of office.

5. Every officer, thus required to render monthly accounts, will keep a fair record thereof, as the transactions occur. He will take vouchers in duplicate, and number and file them separately, from day to day. On the last day of the month, he will draw off his account from this record in the shape of the account current, above described, and transmit it, together with one set of the vouchers, within four days thereafter, to the proper accounting officer of the department. This record, and the set of vouchers reserved, will be regarded as public property, and be open to the inspection of the naval officer, if it is of an account of the customs, and there be a naval officer in the district, and also of the Secretary of the Treasury, or of any agent who may be appointed by him. They will also, upon the termination of the incumbency of the officer making the one, and taking the other, be turned over to his successor in office, for the common benefit and security of the late officer and the United States.

6. The vouchers will be in the form of rolls, where several persons are to be paid, or separately, where but one person is to be paid. In

exertion is withheld, that it is not to be encouraged and required when necessary. On the contrary, it will be the more incumbent upon supervising officers, for the reason that extra compensation is prohibited, to employ every incentive left, such as example, promotion in case of vacancies in higher places, and continuance or removal from office, accordingly as the conduct of the subordinate may merit, to stimulate and demand that devotion to and zeal in the public service, which are indispensable to its health and vigor.

13. No person receiving compensation from any disbursing agent will be allowed to assign, hypothecate, or give drafts for, his compensation; nor will any disbursing officer recognise any such assignment or hypothecation, or accept any such draft.

14. In the case of McKean Buchanan *vs.* James Alexander, the Supreme Court decided, January term, 1846, that money in the hands of a purser, although due to seamen, is not liable to an attachment by the creditors of those seamen: the court observing, that "a purser, it would seem, cannot be distinguished from any other disbursing officer of the government. If the creditors of these seamen may, by process of attachment, divert the public money from its legitimate and appropriate object, the same thing may be done as regards the pay of our officers and men of the army and of the navy; and, also, in every case where the public funds may be placed in the hands of an agent for disbursement. To state such a principle is to refute it. No government can sanction it. At all times it would be found embarrassing, and, under some circumstances, it might be fatal to the public service." Disbursing officers will, therefore, not respect processes of attachment against such moneys in their hands.

15. Disbursements are made, 1st, for salary or compensation, as fixed by law or regulation; 2d, for labor or service casually or regularly employed; 3d, for supplies furnished under contract; and, 4th, for supplies procured casually, and in open market. Again: disbursements are made, 1st, for services employed, or supplies procured, by the disbursing officer; and, 2d, for services employed, and supplies furnished, under the direction of another officer, and to which he certifies, in order to payment therefor by the disbursing officer. In making payment upon the certificates of another officer, the disbursing officer is responsible for the proper form of the vouchers, for the correctness of the computations, and that the amounts are actually paid to the party receipting. No account, so certified for service, should be paid at greater rates, or otherwise, inconsistently with the law or regulations; nor for supplies, under contract, at higher prices than it provides; nor, again, for supplies purchased in open market, at prices evidently above the market. In case any fact comes to the knowledge of the disbursing officer, paying upon the certificates of another officer, going to show that the service or supplies have not been actually rendered or delivered, or are not at fair and proper prices, it will be his duty to withhold payment, and make such report to this department as will lead to a proper examination.

16. In respect to services or supplies employed and obtained by the disbursing officer, he is bound to act exclusively for the interest of the United States, and employ the service, and obtain the supplies,

on the best terms, in open market. It follows that he can have no interest, direct or indirect, in furnishing supplies, or procuring such service, whether the account be in his own name or otherwise. Supervising and employing officers are prohibited from appointing or employing under them any person in their private employment, or any relative or dependant, and from giving the patronage of furnishing supplies to any such person, or to any other person, without comparing, from time to time, his prices with those of others; and finally, from purchasing from second hands, instead of the regular dealers in, or manufacturers of, the articles required.

17. The officer obtaining supplies, whether paid for by himself or another, is responsible for seeing that they are carefully preserved, and faithfully applied to the purpose intended; and whenever articles, not consumed, become unfit for service, that they are sold, and the proceeds credited in the accounts herein prescribed and required.

18. The disbursement of public money must be regarded as a high and delicate trust, which cannot be transferred to another. Every disbursing officer, therefore, whose other duties will possibly admit of it, will himself make the disbursements, and take the receipts. In purchasing and procuring supplies or service, the government relies upon the judgment, discretion, and integrity of the disbursing officer, and, from the nature of the case, it can have no other reliance. It requires no additional proof that the service is needed and rendered, that the supplies are required, delivered and applied, and that both are at the proper prices; but relies that the disbursing agent acts on behalf of the United States, as an individual would for his own interest in similar transactions, and that the receipt, taken in his name, from the person who has rendered the service, or furnished the article, is the testimony of both that the transaction is fair and proper. In case the disbursing officer's other duties will not admit of his personal performance of his duty, he will cause it to be performed under such supervision as will insure his own knowledge that it is faithfully done; and, in such case, he will cause the receipts to be taken, as from himself, as disbursing agent, *by the hands* of the person who actually makes the payment.

19. In case any disbursing officer has to render more than one account, he will transmit with them a schedule showing the description of, and balance due to or from him, on each account, and affix his signature thereto, agreeably to form C.

JAMES GUTHRIE,
Secretary of the Treasury

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 73.

COAST BETWEEN MOBILE AND NEW ORLEANS—FORTIFICATIONS.

LETTER

FROM

THE SECRETARY OF WAR,

RELATIVE TO

Fortifications on the coast between Mobile and New Orleans, and furnishing an estimate of the cost thereof.

April 3, 1856.—Referred to the Committee on Military Affairs, and ordered to be printed.

War Department,
Washington, March 7, 1856.

Sir: In reply to the resolution of the House of Representatives of the 28th ultimo, calling upon the Secretary of War to report "what fortifications are necessary to guard the coast between Mobile and New Orleans, and to furnish an estimate of the cost thereof," I have the honor to transmit herewith a communication of the Chief Engineer, in which will be found the estimates required for the fortifications he deems necessary, and to express my concurrence in his view of the means and mode of providing for the defence of the inner channel of communication and coast between Mobile and New Orleans.

Very respectfully, your obedient servant,
JEFFN. DAVIS,
Secretary of War.

Hon. Nathaniel P. Banks, Jr.,
Speaker of the House of Representatives.

Engineer Department,
Washington, March 5, 1856.

Sir: Reporting on the resolution of the House of Representatives of the 28th February, calling for information as to the *fortifications that are necessary to guard the coast between Mobile and New Orleans*, I have the honor to state, that the system of defence proposed for this

part of the Gulf coast, and to a great extent already carried out, consists of—

1st. Fortifications at the entrance to Mobile bay.

2d. Fortifications on the eastern approaches to New Orleans.

Besides the local action of these two groups of forts, they are designed to cover the intermediate coast as far as is practicable by means of that kind. Some description of them seems called for by the resolution.

I.—FORTIFICATIONS AT THE ENTRANCE TO MOBILE BAY, ARE:

Fort Morgan, Mobile point, on the east side of the entrance to Mobile bay.—This is a finished fort; requiring, however, some repairs and extension of accommodation for its garrison; $50,000 being included in the present estimate for that purpose.

Fort Gaines, on east end of Dauphin island, the west point of Mobile bay.—This fort has just been begun, after long delay in securing the title to the site. It is designed to command the passage of vessels of light draught, that might otherwise pass up to the anchorages and city, keeping out of the reach of Fort Morgan; and, also, to command a valuable exterior anchorage, lying between it and Pelican island. The estimate to finish this fort is $200,000; and the sum of $75,000 is on the estimate for the next fiscal year.

Tower for the defence of the passes between Dauphin island and the main.—Such a work, though not of pressing necessity, will be needed to secure these passes into Mobile bay, (Grant's pass, and Passe-au-Heron,) these being the habitual channels of the packet steamers between Mobile and New Orleans. It will cost, with the strength required to resist the heavy guns of modern warfare, even those mounted on steamers of light draught, probably the sum of $100,000, instead of $25,000, originally estimated.

II.—FORTIFICATIONS ON THE EASTERN AVENUES TO NEW ORLEANS.

Fort Pike.—A finished fort commanding the entrance to Lake Pontchartrain, through the Rigolets pass.

Fort Macomb, (formerly Fort Wood.)—A finished fort commanding the passage into the same lake through the Chef Menteur pass.

Battery Bienvenue.—A finished work commanding the approach to New Orleans from Lake Borgne, through Bayou Bienvenue—the channel followed by the British army in 1814-15.

Tower Dupres.—Also a finished work, being a small tower with a dependent battery, commanding the entrance from Lake Borgne into Bayou Dupres, which would afford a passage, not more difficult than that followed by the British, as just mentioned.

Tower at Proctor's landing.—This work, about to be begun under an existing appropriation, will control one of the easiest avenues to the city of New Orleans, from a landing at the foot of Lake Borgne. It is expected that the money now applicable will produce a certain degree of efficiency, and advance the work well towards completion. What sum, if any, may hereafter be called for in addition, cannot be

stated until more is known of the cost of the foundation, to which we may have to apply some expensive means.

From the preceding description, it will be seen that those defensive works are designed to close direct avenues to the important cities of New Orleans and Mobile, and to the bay of Mobile—an exterior anchorage in which large fleets of ships are annually moored. They also contribute greatly to the security of the water communication between these cities, which it will be of great importance to keep open during war. But there is a considerable extent of this line—the coast expressly mentioned in the resolution of the House—which they do not cover, and which must be otherwise provided for. In view of this necessity, a board of experienced engineer officers examined that part of the Gulf coast in 1846, and fully confirmed, by their report, the opinion of this department, that Ship island, which lies off the outlet of Lake Borgne, should be included in the system of defence.

I may here, as descriptive of this coast, and as relating directly to these questions and to the inquiry of the House, repeat the substance of remarks that I addressed to you, as chairman of the Military Committee of the Senate, in January, 1850.

Proceeding westward from Dauphin island, there is, first, the pass between Dauphin and Massacre islands; then that between Massacre island and Horn island; then another between Horn and Ship islands; another between Ship and Cat islands; and, finally, a fifth between the latter and the peninsula lying south of Lake Borgne. The broad sheet of water separating this chain of islands from the main shore of Mississippi and Alabama is now the channel of communication between the bay of Mobile and New Orleans. It is the route of the mails, of travellers, and of a considerable trade; it is, also, a principal channel of intercourse with the great naval depot at Pensacola—a channel that in time of war would become of greatly augmented value, on account of the very limited resources of the country immediately around that depot, and the inaccessibility of the more populous and productive regions of the interior.

The great distances separating the islands of this chain from each other forbid the defence of the passes into the sound, by means of forts. Resort must accordingly be had to steam cruisers plying along in face of the islands, and finding good anchorages and places of shelter, refreshment, and supply, under Ship island at one extremity, and Dauphin and Pelican islands at the other. These means would be adequate against smaller enterprises, and the mere cutting this line would not present an adequate object for a larger; and, even in case of formidable expeditions against New Orleans, Mobile, or Pensacola, the fortifications at Dauphin and Ship islands, and the steam force lying under their guns, would prevent any long-continued interruption of the communication.

In this point of view, the fortification of Ship island becomes very important. But it will have other influences of great moment. This fortified anchorage will stand in the relation of a strong advanced post as to any attack directed against New Orleans through Lake Pontchartrain or Lake Borgne; the latter being the course taken by the English army in 1814. I need not enlarge on the advantage of

holding such a position, and sheltering there a squadron of active steamers, pending such an attack.

The serious purpose said to be now entertained, of opening a canal from the foot of Lake Borgne to the Mississippi, just below New Orleans, for the passage of any craft that can navigate that lake, and which would, consequently, be opening a new route to an enemy, makes obvious other important bearings of those contemplated exterior defences, the importance of which would be vastly enhanced were this canal to become, as is anticipated by some, the channel of lighterage passing between the city and the deep-water harbors under Ship and Cat islands.

Ship-island harbor is the most western deep-water harbor in the Gulf susceptible of being well covered by fortifications; and, on this account, if for no other, should be defended. It will at once be seen that our vessels of considerable draught, if cut off by a superior enemy from access to Mobile or Pensacola bays, would have no other fortified refuge.

The board of engineers, mentioned above, refer to the line of the Malheureux islands, as that which should in preference have been chosen for the defence of the eastern avenue to New Orleans. However that may have been, it did not enter into the system of General Bernard, which was adopted by the government, and has been executed by erecting works at the Rigolets, at Chef Menteur, at Bayou Bienvenue, and Bayou Dupres.

The same board of engineers advocated the employment, for the defence of this part of the coast, of six war steamers of light draught, in addition to the fortifications above mentioned. A force of this kind will be indispensable on this coast in time of war; without it, the communications, which it will be of great moment to maintain, between New Orleans, Mobile, and Pensacola, may be interrupted by boats from a squadron lying off the coast.

A force of war steamers, if always present, would, in addition to other uses, suffice to guard the shallow passes (Grant's pass, and Passe-au-Heron) which enter Mobile bay behind Dauphin island. But as, in their absence, light war steamers might thus elude the forts at the mouth of the bay, I am of opinion, as before stated, that the tower for the defence of these passes should still be regarded as part of the system of defence.

Recapitulating the points in this report that apply directly to the call of the House, I may state that, to guard the coast between Mobile bay and New Orleans, it is necessary to complete the works under construction or repair at the two extremities of the line, at the total estimated cost as follows:

Fort Morgan	$50,000	
Fort Gaines	200,000	
To erect a tower at Grant's pass, or Passe-au-Heron	100,000	
		$350,000

To erect fortifications on Ship island, taking the cost of the same as estimated by board of engineers for Galveston, namely		$300,000
We have a total of		650,000

In order to advance with works in hand, the following estimates have been sent to Congress for the next fiscal year:

For Fort Morgan	$50,000	
For Fort Gaines	75,000	
		$125,000
To commence a fort on Ship island, if it be urgent to produce early efficiency at this point, there should be appropriated for the coming year, $100,000; or, which would be better still, an appropriation at once of the whole amount of estimate to finish, namely		300,000
Making a total amount appropriated		425,000

The resolution of the House of Representatives is returned herewith.

All which is respectfully submitted.

JOS. G. TOTTEN,
Brevet Brigadier General and Col. Engineers.

34th CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 74.

LOUISVILLE AND PORTLAND CANAL.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

IN ANSWER TO

A Resolution of the House, relative to the Louisville and Portland Canal.

APRIL 3, 1856.—Referred to the Committee on Commerce, and ordered to be printed.

TREASURY DEPARTMENT, *April* 1, 1856.

SIR: In response to the resolution of the House of Representatives, under date of the 12th of March, 1856, the following is submitted:

The Louisville and Portland canal was constructed by a private company, incorporated by the State of Kentucky in the year 1825, and is situated at the falls on the Kentucky side of the Ohio river, extending from the lower end of what was called the basin, at the old western line of the town, now city of Louisville, and enters the Ohio river again at the southern line of the town of Shippingport. It is something under two miles in length, and was completed in the month of December, 1830, at a cost of $1,019,277, of which the United States contributed $233,500 in stock. It was considered an excellent specimen of engineering skill, and a work of great beauty, solidity, and magnitude, with full capacity for the commerce and navigation of the Ohio river. The larger class of steam vessels then in use on the western waters could enter and pass through it. The canal has three lift-locks where it enters the Ohio river below the falls, of about eight feet lift each, with a guard-lock above them. The stone used in the construction of the locks exhibits symptoms of decay, but not so much as to interfere with the use of the canal. Some of the walls now require repairs, but with proper care may last for years. The canal has ceased to be of sufficient capacity for the commerce and navigation of the Ohio, and will not admit the passage of the largest class of vessels now in use. Some years ago it was estimated that 0.43 of the steamboat tonnage on that river could not pass the canal, and the proportion has probably increased, arising from the fact that boats are now built of greater length and beam, and consequently of less draught of water, in order to pass the bars without decrease of tonnage.

The legislature of Kentucky passed an act in reference to the Louis-

ville and Portland canal in 1842, in which it was provided, that when all the shares of stock in the canal, standing in the name of others than the United States, shall have been purchased out of the tolls of the canal, at the rate provided in the act, the same should be transferred to the United States, on condition that no more tolls should be levied than necessary to keep the canal in repair and pay all necessary superintendence, custody, and necessary improvements, so as fitly to answer the purpose of its establishment, and further protect and guard the interests of commerce, with a provision that the superintendent of the canal should annually, on the 1st of January, report to the General Assembly of Kentucky the amount of tolls levied, and charges and expenses incurred, reserving the right to the legislature of Kentucky of directing the amount to be annually collected. This latter provision was repealed in 1844, and without any action of Congress upon the subject, the net receipts of the canal were, from time to time, applied to the purchase of the private stock, as provided in the act of 1842, and, as purchased, the stock was transferred on the books of the company to the United States.

In January, 1855, the net receipts of the canal were sufficient to purchase the balance of the private stock, and all was purchased and transferred to the United States, except five shares left standing—one in the name of the president, and one in the name of each of the directors of the canal. This was done at the instance of the Treasury Department, for the purpose of keeping up the corporate organization of the canal, for its management until Congress directed what disposition should be made of it.

The average annual receipts of the canal had been near $150,000; the average annual expenses about $25,000, and the canal needed the repairs and improvements indicated by the act of the legislature of Kentucky of 1842. To carry out the provisions of said act, the president and directors of the canal were requested by the Treasury Department to reduce the tolls to one-half of the former rates, from and after the 1st of January, 1855, which was accordingly done, and the commerce and navigation to that extent relieved of the transit duty. This was done under the expectation that the tolls would be sufficient to cover the expenses and leave about $50,000 per annum for the repair and improvement of the canal. The tolls were fifty cents per ton on steamboats, and were reduced to twenty-five cents; the tolls were three cents per superficial foot on produce flat boats, and were reduced to one and a half cent; and two cents on coal, hay, and lime boats, and reduced to one cent.

The report of the president and directors of the canal for the year ending the 1st day of January, 1856, gives the receipts at $————, and the expenses at $———, leaving a surplus of $——— for repairs and improvements.

In April, 1855, the department authorized the president and directors of the canal to make certain improvements, to be paid out of the surplus tolls, with a distinct instruction that nothing was to be expended but the excess of the tolls over and above the expenses, and no debts to be contracted. The improvements authorized were a floating and swinging boom at the head of the canal, two additional basins at passing-places for boats, and the making smooth the ledges

on each side of the canal, and the widening it somewhat. These improvements it was considered would benefit the navigation and facilitate the free passage of boats, and could be effected in two years with the surplus receipts, and were strictly within the expenditures for improvements as contemplated in the act of 1842, and impliedly consented to by the United States. The stage of water in the Ohio river, however, was such as to prevent the contemplated improvements, and the receipts are in hand to be applied the present year with the current receipts, should the condition of the water permit the work. In about three years out of four, the stage of the water on the bars is such as to prevent any but the smallest boats to pass over them, and then the depth of water in the canal is also insufficient to pass boats. The depth of water in the canal is about three feet at lowest stage, and there is difficulty in passing large boats through the canal, when the river is falling rapidly and approaching the lowest stage, because after entering the canal the depth of water may be reduced before getting through, so as not to pass without lightening—an expensive job, and a hindrance to other boats. This would be remedied by deepening the canal some two feet, giving five feet in the lowest stage. It is believed five feet in the canal would enable boats to pass the river when navigable on the bars above and below. The improvements in the canal can be made in these low stages of the water, without hindrance to navigation. This period is longer or shorter according to the season, but sometimes extending to four months or more.

Many surveys and examinations of the falls have been made, with a view to the improvement of the navigation. The last one made by order of Congress was by Col. Long and others, and was a very minute and elaborate one. By reference to the report printed by Congress, it will be seen the engineers differed in opinion about the character of improvement required at the falls, to make them permanently navigable, but all concurred in the opinion that to make the canal sufficient to meet the wants of commerce, it would be necessary greatly to enlarge it, by widening it and deepening it, and enlarging the locks. The canal is now from 64 to 65 feet in width; they propose to make the water width about 200 feet, and the depth at ordinary low water about 11 feet, with locks sufficient to pass the largest vessels now in use. It will be seen the cost of this enlargement was estimated at $2,462,348.

It is suggested the proposed width and depth of the canal is not demanded for the present wants of navigation, and is not likely to be for many years. No more width is now required than what is sufficient for the passage of the boats without damage to the hulls, with a sufficient number of passing-places to prevent delays, and no more depth is required than will give sufficient water in the canal at the lowest stage to allow boats to pass through it, when they can pass the bars above and below.

The improvements contemplated by the Treasury Department, to be paid out of the surplus tolls aforesaid, to a certain extent are in conformity to the plan of improvement recommended by John Hulme, late president of the canal, a copy of which accompanies this report.

It will be seen that plan only contemplated the widening and deepening the canal a few feet, making the sides smooth, and multiplying the basins for vessels to pass each other, with some improvements at the head, and a new set of locks to be put in immediately below, and without disturbing the present locks, viz: two locks of 12 feet lift each, with a guard-lock on the side of the present one. These locks and improvements he thought, and it is believed, could be put in without destroying the present locks or interfering with the passage of boats through the canal, as now in use. The improvements contemplated by Mr. Hulme could be accomplished within two or three years at most, and would give all classes of vessels the advantage of passing the canal at any time there was water for them to pass the bars in the river above and below the falls, and at comparatively small cost. This opinion is given from a knowledge of the falls, and the navigation of the river, both above and below, and what the present wants of navigation require, but is not intended to be set in opposition to the more perfect improvements indicated by the engineers who have examined and reported upon the subject, when a larger commerce shall demand greater facilities. Those suggested are believed to be such as should be promptly made for the immediate relief of the commerce of the river, whilst the more permanent improvements are under consideration or construction, should Congress deem it proper to provide for their construction.

It is also proper to state, there is a growing opinion, amongst the citizens on both sides of the river, that the improvement of the falls by lock and dam is both practicable and desirable, and a private company for that purpose, under a charter to be granted by the States of Kentucky and Indiana, with the sanction of Congress, has been suggested; but it is believed the ruling motive is the command of the immense water-power which would be created by such a work.

If the falls were improved by a dam, it would give sufficient water in the canal without any deepening; and the other improvement indicated in Mr. Hulme's plan would be all that would be required on the Kentucky side of the river, and a set of locks on the Indiana side might answer all the purposes of navigation. The advantages of such an improvement to the cities of Louisville and Jeffersonville would be obvious to any one acquainted with the falls and the situation of those cities. The practicability and character of the work is for the decision of competent engineers, after due consideration of the benefits and advantages to result from it.

It is also right to state, there is a dry-dock just above the present guard-lock on the south side of the canal, which was built by another company, under a contract with the company, and was purchased by it, and now, with the canal, belongs to the United States.

A copy of the report of the case, by Messrs. Long, Turnbull, and Fisk, accompanies this letter, and also a copy of a previous report of T. J. Cram upon the same subject; but it is proper to state that doubts have been cast on the report of Captain Cram, because of alleged alterations and suppressions.

The blanks for the receipts and expenses of the canal from 1st of January, 1855, to 1st of January, 1856, have not been filled, because

the report was sent back for more detail, and will be transmitted to Congress when received. The receipts were about $75,000; expenses, $25,000—leaving some $50,000 in hand.

I am, very respectfully,

JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. BANKS, Jr.,
Speaker of the House of Representatives.

Plan by which the Louisville and Portland canal, at the "Falls of Ohio," can be improved without depending upon uncertain appropriations by Congress, and without interrupting the passage of boats through it while the improvements are going on; and at the same time allowing a reduction of 50 per cent. on the present rates of toll.

I. Of the conditions by which (now in 1855) the United States becomes the owner of the canal, the following need only be quoted from the act of the general assembly of Kentucky, of February 21, 1842, viz: "levying tolls only sufficient to keep it in repair, to pay the expense of custody, and to make all necessary improvements."

It is evident commerce needs the improvements of widening, deepening, larger locks, and more commodious passing-places; and the object of this paper is to explain briefly how these ends may be attained.

1st. Construct guard-gates at a proper place near the upper end of the canal—by closing which, the water may be excluded and the canal made dry at any time—to enable the work of deepening, widening, &c., to go on at times when the canal is not wanted for the transit of boats: and there are such periods enough, if taken advantage of, for all these improvements to be completed (supposing funds in hand) in a few seasons, without seriously, if at all, interfering with the passage of boats through the canal, when they can navigate the river.

Cost of this "guard-gate" item of improvement, $5,000.

2d. The construction of two recesses or passing-places for boats at proper points, of shape and size to allow a boat easily to enter while another is passing. This is a much better arrangement than a double-width canal throughout its whole length, which would be of great cost; for experience has shown what philosophy proves, that a single-width canal, with two such turn-out places, will have proportionately less sediment deposited therein, than if of width throughout to allow two boats abreast.

Cost of this item of improvement, $70,140.

3d. The present canal should be widened to a dimension of 75 feet between the side walls, which should rise nearly vertical; and the canal deepened so as to give five feet of water at extreme low stages.

Cost of this item, excavation, walling, &c., $194,165.

4th. There should be two new locks constructed alongside of the

old ones, dividing the total lockage into two lifts of $12\frac{6}{10}\frac{3}{0}$ feet each: the new locks to be 320 feet long and 65 feet wide.

Cost of new locks, all told, say $148,150.

5th. There should be constructed, at the upper end of the canal, a floating and swinging boom of timber to glance off drift-wood and ice, preventing them from entering the canal: this boom to rest, when open, against three piers of masonry, to protect boats when entering or leaving the canal; said piers will also serve as stands for lights to guide boats to the entrance in dark nights.

Cost of this item of improvement, $5,000.

6th. The rock in the bed of the Ohio, below the canal locks, is decidedly an annoyance; a sufficient portion thereof should be blasted out to make the channel easy of navigation.

Cost of this item, about $10,000.

Thus the total cost of the whole plan of contemplated improvements, as specified, is fairly computed at $432,455.

(The foregoing estimate is based upon the survey and estimates made by Captain Cram, United States topographical engineers, in his report of February 7, 1844—Senate document No. 243, 1st session 28th Congress.)

II. Suppose now a reduction of toll is immediately made of 50 per cent., making it 25 cents, instead of 50 cents per ton on a boat. The annual receipts of the canal may then be confidently counted as averaging the sum of $75,000. Out of this it will require about $25,000 for ordinary repairs, custody, superintendence, &c., annually; leaving a NET income of $50,000. This reduction of tolls to 25 cents per ton might satisfy the public, in the absence of any direct appropriation by Congress, provided the $50,000 net was expended in improvements so much required, and, when completed, led to a further reduction of the rates of toll.

The total improvements upon the plan herein proposed costing $432,455, and the net income of the canal (after the 50 per cent. reduction of tolls) being $50,000 per annum, it is easy to see that in less than nine years, or in the year 1863, the improvements will all be completed, without drawing a cent from the United States treasury; and then, after 1863, the rate of toll could be reduced to 10 cents per ton, which would be sufficient to pay expenses of repairs and superintendency.

III. A *competent* resident engineer—one acquainted with the peculiar circumstances attendant upon the rises and fall of the Ohio river and the operations of the canal; in short, one who could combine the qualifications of engineer and general superintendent over the practical improvements and working of the canal—would be essential to effectually execute the plan proposed; and such an agent of the United States could so conduct the improvements as to very soon realize an increase of canal business, and thereby very much reduce the time for the completion of the work, by having an increased fund to expend. It is clear that as every facility for passing through the canal is made, by improvements thereon, the business of the canal will increase, whilst the period proposed for completing the work will be proportionably lessened. During the progress of improving the canal, the en-

gineer could easily ascertain whether a larger sum than $50,000 net income from tolls could be judiciously laid out, so as to expedite the final completion of the canal improvements; if so, he could make a call on Congress, through the Secretary of the Treasury, for the amount required annually. The United States government could not refuse such aid, so justly due to the commerce of the great West, particularly as it is to be applied to her own national work, and the reduction of the only tax on an inland navigation of two thousand miles from Pittsburg to New Orleans.

The author of this communication is well aware that the character of the improvement herein set forth is much less in extent and cost than what has been proposed by others; but it must be borne in mind that the improvements now suggested are perfectly practicable, and can be made with or without the aid of the United States treasury; and, moreover, will not interfere with more extravagant ideas of enlargement that it may be deemed proper to carry out hereafter, but constitute a part thereof, and be sufficient, at any rate, for the wants of commerce for many years. Such, at least, is the humble opinion of one who has had twenty years' experience on the work itself, and who will feel amply rewarded if he hereby succeeds in rendering some service to the worthy boatmen of the Ohio.

JOHN HULME.

PHILADELPHIA, *January*, 1855.

WAR DEPARTMENT,
Washington, March 14, 1856.

SIR: In compliance with your request, I have the honor to send you a printed copy of the report of the board of officers appointed in September, 1852, to make a survey and examination of the various plans for canals around the falls of the Ohio river.

Very respectfully, your obedient servant,

JEFF'N DAVIS,
Secretary of War.

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

Report of the Secretary of War, relative to a survey and examination of the various plans for canals around the falls of the Ohio river.

WAR DEPARTMENT,
Washington, February 15, 1853.

SIR: In compliance with the resolution of the Senate of the 4th January last, I have the honor to transmit herewith "the report of the board of officers recently appointed to make a survey and examination of the various plans for canals around the falls of the Ohio river, and the enlargement and extension of the present canal, as

provided for by the act of Congress making appropriations for the improvement of certain harbors and rivers, approved August 30, 1852."

Very respectfully, your obedient servant,

C. M. CONRAD,
Secretary of War.

Hon. D. R. ATCHISON,
President of the Senate.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, February 14, 1853.

SIR: I have the honor to submit the report of the board in reference to the improvement of the falls of the Ohio at Louisville, called for by a resolution of the Senate of the 4th of last January.

The board consisted of Major S. H. Long, corps topographical engineers, brevet lieutenant colonel U. S. A.; Major W. Turnbull, corps topographical engineers, brevet colonel U. S. A.; Charles B. Fisk, esq., a distinguished civil engineer, for many years chief engineer to the Chesapeake and Ohio canal.

It will be perceived, by the papers hereto submitted, that the board is not unanimous in its opinion on all points, and Lieutenant Colonel Long, the dissenting member of the board, has considered it advisable to submit his dissenting opinions. These dissenting opinions are answered in a report (also submitted) from Colonel Turnbull and Mr. Fisk.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Col. Corps Topographical Engineers.

Hon. C. M. CONRAD,
Secretary of War.

WASHINGTON, *February* 14, 1853.

SIR: I have the honor to present herewith the report of the board of engineers, appointed by your order, under the act of Congress approved August 30, 1852, in relation to the best mode of improving the falls of the Ohio river.

Very respectfully, your obedient servant,

S. H. LONG, *Lieut. Col. T. E.*,
Chairman of the Board.

Col. J. J. ABERT, *Chief Top. Eng.*

P. S.—The report having been pressingly called for, I have not been favored with an opportunity of examining the rejoinder added to that instrument by my colleagues.

S. H. LONG, *U. S. Army.*

WASHINGTON, *February* 14, 1853.

SIR: The undersigned, pursuant to your instructions, met at Louisville, Kentucky, on the 1st of October last, for the purpose of acting as a board, under the following order of the War Department:

"WAR DEPARTMENT,
"*Washington, September* 17, 1852.

"Brevet Lieutenant Colonel Stephen H. Long and Brevet Colonel William Turnbull, of the topographical engineers, and Charles B. Fisk, esq., are appointed a board, under the provisions of 'An act making appropriations for the improvement of certain harbors and rivers,' approved August 30, 1852, to report upon the expediency of an additional canal around the falls of the Ohio river, and the comparative cost, advantages and disadvantages, of making such additional canal on the Kentucky and Indiana shores of said river, respectively; and also the cost, advantages and disadvantages, of enlarging and extending the present canal, so as to avoid the rocks at Sandy island, retaining the locks in their present condition.

"Lieutenant James W. Abert will act as secretary to the board.

"C. M. CONRAD,
"*Secretary of War.*"

The board immediately organized, and entered upon the duties assigned to it; and having made such examinations of the present canal, and of the bed and shores of the river, at and around the falls, as were necessary to the proper performance of those duties, and such investigations as would show the character and extent of the facilities and accommodations, as regards passing the falls, required by commerce and navigation, has the honor of submitting the following report upon the several questions and matters referred to its consideration:

The preliminary question, or rather questions, that the board is called upon to consider, seem to be the following:

1. Is the present or Louisville and Portland canal, at the falls of the Ohio river, adequate to accommodate the commerce and navigation of that river?

2. If not, is it expedient to obtain the additional accommodation that may be desired, by an enlargement and extension of the Louisville and Portland canal, or by an additional canal?

3. And if by an additional canal, ought the additional canal to be on the Kentucky or on the Indiana shore of the river?

The board does not hesitate, at the outset, to express the opinion that the Louisville and Portland canal is not adequate to accommodate the commerce and navigation of the Ohio, and that additional accommodation is required, either by means of an enlargement and extension of that canal, or an additional canal or improvement.

The reasons for this opinion, together with the remarks and further opinions the board has to make and to express in relation to the several questions and matters referred to its examination and consideration, will be given, and classified and arranged under the following heads, viz:

First. Effect of different stages of water in the river at the falls.

Second. Description of "the rocks at Sandy island," and the influence that they have at times on the navigation.

Third. Plan and condition of the present or Louisville and Portland canal.

Fourth. In what respects the Louisville and Portland canal fails to accommodate the navigation, and in what particulars its plan and construction are defective and objectionable.

Fifth. Dimensions that an improvement at the falls should have, in order fully and adequately to accommodate the navigation; also the size, plan, and general arrangement of its locks and other works.

Sixth. Plan and position of a canal or improvement on the Indiana side of the river, and estimate of its probable cost.

Seventh. Plan and position of a canal or improvement on the Kentucky side of the river, and estimate of its probable cost.

Eighth. Plan of enlarging the Louisville and Portland canal, and extending it "so as to avoid the rocks at Sandy island," and estimate of its probable cost.

Ninth. Comparative cost, advantages, and disadvantages, "of making an additional canal" or improvement on the Indiana and Kentucky sides of the river, respectively, and of enlarging and extending the present canal "so as to avoid the rocks at Sandy island;" also the opinion of the board as to which of the three plans is preferable.

Before proceeding further, it is proper to remark that the law of Congress under which the board is acting, in prescribing its duties, requires a "report upon the expediency of an additional *canal* around the falls," or "of enlarging and extending the *present canal*," and that therefore it might be contended that the law does not contemplate that the board should take into consideration plans that look solely to an improvement of the river-bed; but, as the board inclined to think that the intention was to have an examination into and report upon the best mode of passing the falls—whether that mode should be by an independent canal or by means of slack-water, and locks in the bed of the river—its examinations and investigations have not been confined to the narrow, but extended to the broader view of the subject.

I.—Effect of different stages of water in the river at the falls on the navigation.

In some stages of the river the canal is not used in passing the falls, nor is any canal, however well it might be planned and constructed, needed; the navigation in those stages being readily, and in fact in preference, carried on in the river over the falls; at other stages, the navigation is wholly dependent on the canal, the falls being then impassable by boats of any description; and there are stages when the canal is used in passing the falls by some classes of boats, and the river by other classes.

The following table shows more in detail the various effects of different stages of the river on the navigation:

Rise, in feet, at head of falls.	Corresponding rise at foot of falls.	Aggregate descent at the falls.	Remarks.
	Feet.	*Feet.*	
0	0	25½	
1	1 to 2	24½ to 25½	° Flat-boats of light draught *descend* Indiana channel.
2	2¾ to 3¾	23½ to 24½	
3	4¾ to 6	22½ to 23½	Boats of 3 feet draught *descend* Indiana channel.
4	7½ to 8¾	20½ to 22	Boats of 4 feet draught *descend* Indiana channel.
5	10½ to 13½	17 to 20	Boats of 5 feet draught *descend* Indiana channel.
6	13¾ to 17½	14 to 17½	Boats of 6 feet draught *descend* Indiana channel, and boats of 3 feet draught *ascend* and *descend* middle channel.
7	19½ to 22¾	9½ to 13	Boats of 7 feet draught *descend* Indiana channel, and boats of 6 feet draught *ascend* and *descend* middle channel.
8	24½ to 27½	6 to 9	Boats of 8 feet draught *descend* Indiana channel, and boats of 8 feet draught *ascend* and *descend* middle channel.
9	28½ to 29¾	4½ to 6	Boats of 9 feet draught *ascend* and *descend* both channels.
10	30¾ to 31¾	3½ to 4½	Boats of 10 feet draught *ascend* and *descend* both channels.
11	32½ to 33½	3 to 3¾	Boats of 11 feet draught *ascend* and *descend* both channels.
12	34 to 34¾	2½ to 3¼	Boats of maximum draught in these and all higher stages *ascend* and *descend* both channels.
13	35¼ to 36	2¼ to 3	
From 14 to 20 feet, inclusive.		2 to 2¾	N. B.—Steamboats have ascended the Indiana channel when the rise is 6 feet at the head of the falls, but with difficulty. It is not until the rise is somewhat greater that they can ascend that channel safely; and in all the earlier stages in which that channel may be ascended, the boats must be of the smaller classes and with powerful engines, in order that they may make the turns around certain projections, rocks, &c.
From 21 to 40½ feet, inclusive—the latter height was the level of the extremely high flood of 1847.		1½ to 2	
Level of the extremely high flood of 1832, viz: 41 feet.		1½	

The first column of the table exhibits the rise in feet above ordinary low water.†

° The flat-boat navigation is altogether a descending one. It is carried on in boats that are sold upon arriving at their destination, and then broken up for the lumber of which they are built; those of the largest class are in length 130 feet, in width 22 feet, and draw, when laden, from five to six feet.

† By ordinary low water is meant that stage of the river when its surface at the head of the falls is 30 feet above the zero or plane of reference adopted in this report, viz: the

The second* exhibits the corresponding rise at the foot of the falls.

The third exhibits the aggregate fall of the river corresponding to these different stages.

The fourth remarks relative to the class and size of boats navigating the falls.

It appears from this table, that at all stages of the river exceeding a rise at the head of the falls of ten feet above ordinary low water, the canal is not used for navigation; and that in all stages of less elevation the navigation is mainly dependent on the canal, for it is only for brief periods, and at certain of these latter stages, that descending flat-boats and descending and ascending steamboats of light draught can pass over the falls.

From Mr. Lockhart, superintendent of the canal, a statement of the number of days that the canal was used each year from 1846 to 1852, inclusive, has been obtained, from which it appears that the average number was 301 days annually. For about ten months, therefore, per annum, a canal at the falls is necessary, and for the remaining two months it is not necessary, as the river then answers all the purposes of navigation.

II.—Description of "the rocks at Sandy Island," and the influence that, at times, they have on the navigation.

Sandy island, which is about 1,200 yards long, and, on an average, 250 yards wide, extends from a point nearly opposite to, but somewhat above, the lower terminus of the present canal, down to a point some 500 yards below "the rocks."

"The rocks" are of an irregular surface, and with an average depth over them, at ordinary low water, of about one foot; they extend out from the Kentucky shore nearly across to Sandy island, leaving only a narrow but deep *low-water* channel between them and the island, not exceeding 70 to 80 feet wide, through which all boats entering and leaving the canal, in low-water stages, must pass.

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horizontal plane passing through the upper surface of the lowest mitre-sill of the present Louisville and Portland canal. There are occasionally seasons of extreme low water, when the surface of the river at the above point is lower by nearly two feet; but this seldom occurs; and when it does, in consequence of the very narrow channel through which the river below the falls then flows, in comparison with its width of channel at that time at the head of the falls, the fall at the head and foot of the falls, below ordinary low water at those points respectively, is very nearly the same, thus leaving the total fall from head to foot of falls at extreme low water about the same, viz: 25¼ feet.

* The variations that will be observed in this column in the rise of the river at the foot of the falls, corresponding to a given rise at the head of the falls, which range from six inches to 3½ feet, are principally owing to the fact that the rains above and below the falls are not always relatively the same, but, on the contrary, very unequal, and distributed with great irregularity over the area drained by the Ohio and its tributaries. At one time the upper Ohio and its tributaries are much swollen by heavy rains, while the streams entering the lower Ohio are but slightly affected, the rains below the falls being comparatively light. At another time the reverse happens; and, again, there may be a freshet or freshets in one or more of the tributaries of the Ohio above or below the falls, and not in others; and in some cases the streams in which these freshets occur are remote from the falls, and in other cases near at hand. Now, as the Ohio, except at the falls, has but little inclination in its bed, not exceeding on an average, below the falls, four inches per mile, it can be readily understood how variations even greater than those stated in the table might occur.

When, however, the river at the head of the falls is four feet or upwards above ordinary low water, "the rocks" are not in the way of navigation, as there is then enough water over them for boats of heavy draught.

In high water and freshets this narrow channel is partially filled with deposites: a bar, also, is formed at the head of the island, raised sometimes nearly to ordinary low-water surface, and extending almost entirely from the island to the Kentucky shore; and another at the foot of the island, extending downwards and inclining towards the Kentucky shore at Portland. But as the river falls and approaches its low-water stage, these deposites and bars are gradually swept away and removed by the rapid and powerful current that, during the lower stages of the river, runs on the south side of the island: until, however, this is accomplished, and the channel regains its former depth, the navigation is more or less obstructed.

The action of the river in thus leaving deposites and forming bars in high water, and removing them in low water, may be explained in the following manner:

Sandy island divides the river into two channels of unequal width—the northern being more than double the width of the southern. The wide northern channel lies immediately in front of, and its direction coincides with, that of the great mass of water passing over the falls in high water and freshets, while the narrow southern channel, until it has passed around the head of the island, runs off nearly at right-angles to that direction. The consequences are, as might be expected, that in high stages of the river the main body of water takes the most direct route, and follows the wide northern channel in passing the island, rather than the indirect, circuitous, and narrow one around the head and along the south side of the island, and that there are eddies and comparatively still water, leaving deposites and forming bars in the southern channel.

In the lower stages of the river a different state of things exists. The northern channel has, throughout, a rocky bed: that at the head of the island is scarcely below the surface of ordinary low water, and is actually above that of extreme low water.

The southern channel, on the other hand, except at "the rocks," (which do not extend more than one-fourth the length of the island, nor, as already stated, across the whole width of the channel,) has a sandy and gravelly bottom, and a depth, even in extreme low water, of several feet. With this depth, although greatly contracted in width at "the rocks," it runs along the whole length of the island and around its head, and connects with the deep water in the river, at the foot of the falls, and *above* the point where the two channels diverge, at the head of the island. There is, moreover, in *ordinary* low water, a descent in the surface of the southern channel, from the head to the foot of the island, of three feet, or at the rate of nearly four and a half feet per mile.

In ordinary low water, therefore, it is evident that nearly all, and in extreme low water the whole of the river must run through the southern channel, and with a current sufficiently rapid and powerful to remove all deposites and bars left in it in high water and freshets.

It is also evident that this scouring action of the river upon the

southern channel must commence before the river reaches its ordinary low-water stages; and accordingly, it is often found that by the time the river has fallen to the stages in which the restoration of the southern channel is essential to the navigation, it has already been effected; but this is not always the case, and sometimes great inconvenience, in consequence, results to the navigation. On one occasion it became, or was thought, necessary to assist the river in its low-water action upon the southern channel, for the river had fallen so rapidly that the bar at the head of the island was found so slightly diminished, when the low-water stages of the river were nearly reached, that it served as a temporary dam to force a larger portion of the water in the river than usual, at those stages, into the channel north of the island, and allowed too small a portion to pass into the southern channel to act sufficiently upon the narrow channel at "the rocks;" and accordingly, a cut was made through the bar that increased the flow and force of current through it sufficiently to effect not only its own removal, but also the opening of the channel at "the rocks."

When boats once commence running through the channel at the rocks, it deepens rapidly from another cause, viz: the action of their paddles upon its bottom.

The channel at "the rocks" interferes with navigation in low water in another way. It is not only narrow, but, as above stated, is very crooked, for it curves into the island around the protruding point of rocks. Boats of the size that pass the present canal can get through it in low water, with care; yet there have been several instances in which they have been greatly damaged. Boats much larger cannot get through.

From testimony of an individual who has been resident at Shippingport nearly half a century, it is pretty evident that the island has been constantly increasing in width, length, and height during the whole of that period, and that the channel at the rocks, within his recollection, was sufficiently broad, deep, and straight to admit the free passage of boats at the point in question, viz: "the rocks."

III.—Plan and condition of the present or Louisville and Portland Canal.

This canal is on the Kentucky side of the river. Its length is $1\frac{4}{10}$ mile. Its upper terminus is at Louisville, immediately at the head of the falls; its lower at Shippingport, five-eighths of a mile above the upper wharf at Portland, and half a mile above the lower or downstream edge of "the rocks at Sandy island."

The locks and guard-lock of the canal are at its lower terminus.

The locks, three in number, are combined; and directly above, and in combination with them, is the guard-lock.

The width of the chambers of the locks and guard-lock is fifty feet.

The length of the chambers of the lift-locks is rather less, and that of the guard-lock rather more than 200 feet, as is shown by the following statement:

The distance from	mitre-sill	to	mitre-sill	of	lower lock,.....	194	feet.
"	"	"	"	"	"	middle lock.....	198	"
"	"	"	"	"	"	upper lock.....	199	"

The distance from upper mitre-sill of upper lock to the lower mitre-sill of the guard-lock.....	50 feet.
The distance from mitre-sill to mitre-sill of the guard-lock.....	202 "
Total distance from the lower mitre-sill of the lower lock to the upper mitre-sill of the guard-lock.....	843 feet.

As there is neither guard-lock nor guard-gate at the head of the canal, the water in the canal throughout its entire length, in all stages of the river, rises and falls with the surface of the latter, at the head of the falls.

The canal, when first constructed, had a depth, at ordinary low water, of from three and a half to four feet in its shoalest places. This depth, in consequence of deposites of mud left in the canal by river freshets, did not exceed three feet at the time of the late surveys.

In the immediate vicinity of the guard-lock of the canal is a dry dock, for the repairs of boats—the property of a private company, organized for the purpose of constructing and using the same. The dock is supplied with water drawn from the canal above the locks, which is returned again into the lower lock chamber of the canal, through a subterranean culvert prepared for that purpose. The dock is of a capacity sufficient to receive boats of the largest class that navigate the canal.

The excavation for the canal, except for a short distance at its head, where it was comparatively light, was twenty-five to thirty feet deep; of which, on an average, at the bottom of the cut, about 7 feet was rock.

For two-thirds of its length on the north, and three-fifths of its length on the south side of the canal, there are vertical side-walls. These walls are about sixty-four feet apart. They are not built up from the bottom of the canal, but are founded on the surface of the rock met with in excavating the canal; and inasmuch as the sides of the rock-cutting project in places from under them some six or seven feet into the canal, the width of water-way below the level of the top of the rock does not, on an average, exceed sixty feet. The side-walls rise three to four feet above the highest stage of the river in which the canal is used.

Above the side-walls, on the level of the top of which there is an offset or berm, about twenty feet wide, the banks of the canal have side-slopes of one and a half to two feet base to one foot rise. These slopes are for the most part paved.

The banks, except for half a mile at the head of the canal, and the guard-lock, rise above all ordinary freshets, but are overflowed by extraordinary floods, like those of 1832 and 1847. The bank next the river, along the *half mile*, does not rise above moderately high freshets.

There is but one passing-place for loaded boats, and that is at the lower end of the canal. There is another unfinished one a short distance from the head of the canal, at which boats sometimes pass each other in the higher stages of water, when not full-loaded.

There are two bridges, one of which, over the guard-lock, is a draw-bridge; the other, about midway of the canal, is an arched stone bridge, under which but few steamboats can pass without lowering their chimneys.

The total lift of the locks varies, from time to time, with the stages of water in the river; at ordinary low water, it is twenty-five and a quarter feet, and is then very nearly equally distributed among the three locks.

As the river rises above low water, and the total lift of the locks in consequence lessens, first, the lower lock is submerged and thrown out of use; next, the middle lock; and at the highest stages of water in which boats pass through the canal, all three of the lift-locks become useless, and the entire lockage is then accomplished by means of the guard-lock and the upper gates of the upper lift-lock, they having been raised to answer that end, and the lower gates of the guard-lock dispensed with: when this occurs, the total lockage does not exceed about four feet.

In low-water stages, it takes from thirty to forty minutes to pass a boat through the locks. In higher stages, the passage of the locks may be accomplished in less time.

The time lost in lowering the chimneys to pass under the stone bridge midway of the canal is about fifteen minutes.

The total cost of the canal, including all improvements, down to the 31st of December, 1842, was $1,019,277.

Respecting the condition of the canal, the only thing requiring particular notice is the bad state of the lock masonry. The stone used in its face work is not of a durable kind. It is crumbling and giving way, and in the course of a few years, especially if the locks continue in use, will require renewal.

IV.—In what respects the Louisville and Portland Canal fails to accommodate the navigation, and in what particulars its plan is defective and objectionable.

1. *Its locks are too small.* Boats cannot pass through them whose length exceeds 182½ feet, and width, from outside to outside of wheel-house, 49½ feet. When the canal was constructed, the locks were sufficiently large to pass any boat then running on the Ohio. It is not so now, as forty-three hundredths of the steamboat tonnage on the river is in boats too large to pass through the locks.*

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* Mr. De Hart, late hull inspector at Louisville, has furnished the board with "a list of steamboats navigating the western waters which can pass the present canal," and statement of the tonnage and present value of each; also "a list of steamboats navigating the western waters which are too large to pass the present canal, that probably would were it enlarged;" and statement of the length, tonnage, and present value of each.

The number of boats of the former class is 256; their aggregate tonnage, 57,256 tons; and total value, $3,706,500.

The number of the latter class is 82; their aggregate tonnage, 44,769 tons; and total value, $3,313,000.

24-100ths, therefore, in number, 43-100ths in tonnage, and 47-100ths in value, of the steamboats now navigating the western waters, cannot pass through the present canal. The largest boat is 360 feet long by 77 feet wide.

2. *The canal is too narrow*, inasmuch as loaded boats, moving in opposite directions, cannot pass each other, except at one place, and that immediately at the head of the locks.

This occasions much detention to boats, and lessens materially the number that can be passed through the canal in a given time. For instance: it takes a boat with side-wheels, of the greatest width that can pass the locks, and maximum draught the depth of water in the canal at the time permits, (for reasons that will be subsequently given,) from two to six hours to pass between the head of the canal and its locks—a distance somewhat less than two miles. If boats, then, when several are at the same time awaiting a passage through the canal in opposite directions, are required to pass alternately, only some four or five boats, especially if they are heavily loaded, can be got through the canal in twenty-four hours; and there is a very great loss of time to all but the foremost boat. But if, in the case supposed, instead of passing the boats alternately, several are allowed to pass in succession in one direction, and then several in the opposite direction, the number passed in twenty-four hours is considerably increased. But there is still much time lost by the boats, compared with what there would be in a canal the width of which is sufficient for them to pass each other at all points; and even when there is no boat ready to ascend the canal, there is time lost by a descending boat ready to enter the canal, at least under the present regulations of the canal company; for a message must be sent down to the locks, nearly two miles, to obtain a *permit*, and to make certain that the descending boat can pass down to the locks without meeting an ascending one.

3. *The canal is too narrow even for ascending or descending boats moving in the same direction.*

The width of the canal is nominally about fourteen feet greater than that of its lock chambers; but this small excess of width is reduced at least one-half by the rock spoken of, in describing the canal, as projecting in places six to seven feet from under the side-walls into its water-way.

This narrowness of the canal, and projecting of its rock into its water-way, would compel boats with side-wheels, of the maximum width that can pass the locks, and maximum draught the depth of water in the canal at the time permits, even if there were no other causes forcing them to it, to move at a very slow rate through the canal. But slow as the rate may be—and it is usually less than one mile per hour—the wheels of the boats often sustain injury from striking the projecting rock, to an extent requiring them to lie by for repairs.

4 *The depth of the canal is insufficient, not merely in the low-water stages, but in all stages, except the highest, in which the canal is used.*

At the ordinary low-water stage, boats drawing only three feet get through the canal with difficulty, rubbing the bottom at many points in their way, and sometimes stopping until, by the working of their paddles, the mud that temporarily checks their progress is washed from under them, or a swell produced, that, taken advantage of, enables them to pass over it.

At this low-water stage, it is true, there is not a depth of water ex-

ceeding three feet on many of the bars in the Ohio, both above and below the falls; and therefore if the canal had greater depth, boats passing through it would have no greater draught than at present. But there would be this advantage attending the greater depth; one of the causes of the slow rate at which boats in low water now move through the canal would be removed.

It may be further given as an objection to the depth of the present canal, and as evidence of its insufficiency, that while it remains in its present condition, there would be comparatively little use in improving the low-water navigation of the Ohio by increasing the depth of water on its bars; as in low water, boats of increased draught that such improvement would allow to run on the river above and below the falls, could not, with their increased draught, pass the falls for want of sufficient depth in the canal. This the board considers a serious objection to the present canal, as, in their opinion, the low-water navigation of the Ohio may, and, if sufficient depth be given to the canal at the falls, no doubt would, be greatly improved.

At higher stages of navigation the insufficiency of the depth of the canal is not as apparent as at the ordinary low-water stage—for the reason that, at the latter stage, boats are compelled to load down to the depth with which they can just rub through the canal, in order to carry a load that will justify their running; whereas in the higher stages they can, and usually do, in loading, stop short of the rubbing-draught in the canal, as it may be termed, and still carry comparatively a large load. Nevertheless, in point of fact, the insufficiency of the depth of the canal, *in comparison with what it should be,* is greater in the higher than in the ordinary low-water stages of the navigation; for, in the latter, the depth of water in the canal is as great as on the bars in the Ohio; while in the higher stages the depth on the bars greatly exceeds that in the canal; and consequently, in the former stage, boats carry all that they could if the canal were deeper; but in the latter stages they carry less.

The greater increase of depth of water on the bars than in the canal, as the river rises above low water, is easily accounted for, and is well known and understood by all persons engaged in the navigation of the river. The surface of water in the canal, as has already been stated, rises and falls with the surface of the river at the head of the falls. Every foot, therefore, added to the depth of the river at that point, adds also a foot to the depth of water in the canal. Now as, throughout all the stages of the river in which the canal is used—except occasionally, when, from partial rains along the Ohio and its tributaries, the river is very unequally and irregularly swollen at different points—for every foot the river rises at the head of the falls, it rises elsewhere exceeding one and a half foot, and as in low water the depth on the bars and in the canal are the same, it follows that at all stages above low water the depth on the bars is greater than in the canal; and that the greater the rise within the limit assumed, the greater is the excess of the former over the latter.

Although the rise on the bars exceeds, as just stated, one and a half foot for every foot rise in the canal, the excess may, for all navi-

gable purposes,* be disregarded. Boats may, and often do when the river is low, for reasons that have been given, load down to the rubbing-draught over the bars and in the canal; but there is not the same necessity for their doing so, neither would it be advisable in the higher stages of the river, even if the canal had ample depth, for some allowance should always be made, especially when the river is temporarily swollen, for its falling somewhat, before the boats reach their destination; and, again, there would be difficulty in tracing out the channel over the bars in high water, if boats were loaded down to what in this report is called the rubbing-draught.

Assuming, then, that only one and a half foot of the rise on the bars for every foot rise in the canal is available for navigation, the subjoined table shows the depth of water in the canal, and the corresponding navigable depths on the bars at the several stages of navigation, between that of ordinary low water and the highest in which the canal is used. It also shows how much the depth of the canal at each of those stages is less than the corresponding depth on the bars available for navigation, or that would be availed of, assuming that the draught of boats would never exceed eleven feet, however large and deep might be the canal.

Corresponding depths of water in and at the head of the canal, and on the river bars, above ordinary low water; also deficiency in the depth of the canal, assuming eleven feet to be the maximum draught of boats, and allowing one foot for clearance at the bottom of the boat.

Height above low water.	Depth in the canal.	Depth on the bars.	Excess of depth on the bars.	Deficiency in the depth of the canal.
Low water.	3 feet.	3 feet.	0 foot.	1 foot.
1 foot.	4 do.	4½ do.	½ do.	1½ do.
2 feet.	5 do.	6 do.	1 do.	2 feet.
3 do.	6 do.	7½ do.	1½ do.	2½ do.
4 do.	7 do.	9 do.	2 feet.	3 do.
5 do.	8 do.	10½ do.	2½ do.	3½ do.
6 do.	9 do.	12 do.	3 do.	3 do.
7 do.	10 do.	13½ do.	3½ do.	2 do.
8 do.	11 do.	15 do.	4 do.	1 foot.
9 do.	12 do.	16½ do.	4½ do.	0 do.
10 do.	13 do.	18 do.	5 do.	Excess 1 do.

From the above table it appears that the deficiency in the depth of the canal, compared with what it should be, fully and adequately to accommodate the navigation at all stages of water, is at one stage of water as great as 3½ feet, and in no stage, except the highest in which the canal is used, less than one foot.

* The table on page 11 shows that with a rise of ten feet above ordinary low water at the head of the falls, which is the highest stage of water in which a canal would be used, there is a corresponding rise at the foot of the falls of thirty and three-quarters to thirty-one and three-quarters feet, or on an average within the above limits, or a rise of more than three feet at the foot of the falls for each foot of rise at the head.

5. The stone bridge midway of the canal having no draw, besides causing a delay to boats of about fifteen minutes in passing it, subjects them to the risk of accidents occurring while lowering and raising their chimneys. This is a risk to which boats should not be unnecessarily subjected; and when, as in the present instance, there is no good reason preventing the substitution of a draw-bridge for the permanent one.

6. There being no guard-lock, nor even guard-gate, at the head of the canal, and the upper end of the bank between the canal and the river for half a mile being so low that even moderate freshets rise above it, the river, when high, enters the head of the canal with a strong current, and, sweeping over the low bank above mentioned, returns again to its natural channel, leaving behind heavy deposites of mud and drift, which, until partially removed, after the fall of the river, prevents the use of the canal; and as it usually takes a long time, especially after a high freshet, to dredge out the canal even moderately well, the navigation is, during that time, greatly inconvenienced by the reduced depth of the canal; in fact, as before remarked, the depth of the canal is often less by six inches than it was originally, in consequence of mud remaining in it, left by high water, and which it seems almost useless to remove, as it is impossible, for any great length of time, to keep the canal entirely clear.

The want of either a guard-lock or guard-gate at the head of the canal gives rise to another inconvenience. No repairs or improvements of the canal, nor clearing of it out, nor removal of obstructions to its navigation that may have got into it, which may be necessary, and require the removal of the water from the canal, or that might be much more economically effected if it were removed, can be done unless the expense is incurred of making a temporary dam across the head of the canal, or the work is carried on at great cost with the water remaining in it.

The mud-deposites, it is true, are most economically removed by dredging; but there is work at times required that can be done more cheaply with the water out than with it in the canal.

7. The lower lift-lock of the canal, having neither guard-bank nor wall to protect it, when submerged, from the currents and eddies of the river, is usually much filled up by freshets with sand, mud, and drift. This, like the filling in of the canal at its head with mud and drift, is the cause of inconvenience and interruption in the navigation; differing, however, in this respect—that the lock must be entirely cleaned out before it can be used in passing boats, whereas the canal may be used, when partially cleaned, by lessening the draught of the boats.

There is sometimes trouble in cleaning out the lock in the way usual in such cases, viz: that of washing out the deposites under a head of water, if the river keeps up for a length of time much above low water; for the lift of the lock is then too small for bringing to bear upon the deposites a current sufficiently powerful to act upon them successfully and efficiently.

It may be here remarked that the washing out of the lock-chambers may be advantageously effected by means of caissons or floating coffers,

introduced and partially sunk in the chamber, and by this means forcing a current of sufficient force from the receiving-gates to pass beneath the bottom of the caisson and sweep the mud from the bottom of the lock.

This method of dredging may be also advantageously applied to portions of the canal, and prove efficacious in removing earthy deposites therefrom, provided the canal is furnished with suitable guard-gates at its head.

8. The direction of the canal at its head and entrance is not such as allows a boat to enter it with sufficient headway and control of its movements to avoid the difficulty and trouble that sometimes occur in entering, from the strong side-current that at certain stages of the river prevails at and for a short distance above the point of entrance.

The trouble and difficulty are much enhanced when boats back into and down the canal, as they sometimes do.

The reason for this occasional backing down the canal by boats is, that with the stern down-stream a boat somewhat longer than if it were up-stream, can get through the locks, or else with more ease in the former than in the latter case. There is also another advantage in backing down: when the boat has to rub her way over and through the mud in the canal, and draws, as is usual, less at the stern than at the bow, the swell that may be raised by rapidly working the wheels for a time when the boat is at a shallow place, then ceasing, and at the proper time again putting the wheels in motion, will act with more effect in raising and forcing her over such places with the stern foremost. The narrowness of the canal and its vertical sides favor this expedient for passing over such places.

9. The canal stopping short of and terminating above "the rocks at Sandy island," subjects it to all the inconveniences and interruptions to navigation occasioned by "these rocks," and by the deposites made in high water and freshets in the narrow channel between them and the island.

No inconveniences or interruptions whatever, as has been shown, are experienced, or occur from either of the above causes, in the higher stages of navigation; but in its lower stages, when the river is falling, and approaching its ordinary low-water level, and before there has been time for the current in the southern channel at Sandy island to remove not only the high-water deposites in the narrow channel at "the rocks," but also, as preliminary to this, the greater part of the bar formed in high water between the head of the island and the Kentucky shore, (for until this is effected the current has not sufficient force to scour out the narrow channel at "the rocks,") the navigation is more or less obstructed.

The consequences to navigation and commerce resulting from the defects that have been pointed out in the plan, dimensions, and location of the Louisville and Portland canal, may be summed up and briefly stated as follows:

1. Of the whole steamboat tonnage on the western waters forty-three hundredths of it is entirely debarred the use of the canal, from inability to pass through its locks; so far, therefore, as regards that

portion of the tonnage, it is the same as if the falls were wholly unimproved.

2. The time it takes a boat to get through the canal, including all detentions, is not on an average less than *five hours* each ascending or descending trip: in case of the largest class of boats, when full-loaded, it is believed to be not less than *ten hours*, and some captains of boats estimate it even higher. In a canal of sufficient dimensions in all its parts and works, and properly planned and constructed, the time would probably not exceed forty-five minutes.

3. The time lost by the navigation when entirely suspended in consequence of mud deposites and drift left by high water and freshets at the head of the canal in the lower lift-lock, and at the narrow channel between "the rocks" and Sandy island, the board has not the means of correctly estimating; it amounts, however, to a detention of several days per annum.

4. At no stage of the river, except that of ordinary low water, do boats take as large a load through the canal as they could pass with over the bars in the river. They are compelled, therefore, generally to carry lighter loads, and of course at greater cost per ton of freight, than they would if the canal had ample depth, or to incur the trouble and expense of lightening and reloading in order to pass through the canal.

5. The narrowness of the canal and its locks requires the construction of *narrow* boats; and therefore, to carry a given tonnage, they are made deeper, and draw more water, than if built wider and larger. Now, the policy on a river like the Ohio is, within proper limits, to have long and broad boats, rather than short and narrow ones, as at every stage of navigation up to that of maximum draught, the former will, with the same draught, carry more than the latter; or if the loads are equal, the former, having the least draught, will run with more ease in shallow water than the latter, and with less liability of getting aground, if the channel over the bars is not in all cases exactly followed. The boat, moreover, of less draught and equal tonnage, could in a somewhat lower stage of water ascend and descend the falls in the bed of the river.

6. The limited dimensions of the canal, and particularly its want of width, lessens, materially, its capacity.

The number of boats that can be passed through it, on an average, per day, is not *one-fourth* as great as could be passed through a canal of ample dimensions, properly planned and constructed; and if the amount of tonnage be considered, instead of the number of boats, not *one-eighth* as much tonnage can pass through the former as could through the enlarged canal.

7. The insufficiency of the present canal properly and adequately to accommodate commerce, lessens the amount of tonnage passing the falls that would otherwise be transported during that part of the year when navigation at that point is entirely dependent on the canal; for a large amount of tonnage is now held back, when the falls are impassable in the bed of the river by boats too large to run through the canal, and not sent to its destination until a rise in the river takes

place, that removes the impediment to the running of that class of boats.

Evidence of this is found in the fact that while, in late years, the tonnage transported on the Ohio has very greatly increased, the increase in these years of tonnage passing through the canal is comparatively but little. Now, whatever tends to crowd the greater part of the business of transportation into a few months of each year, tends also to increase the cost per ton of its carriage.*

8. The present canal having so little depth may have a tendency to prevent improvements of the low-water navigation of the Ohio, especially above the falls; for the navigation over the bars in the river is already in that respect about equal to that through the canal.

In conclusion of this part of the report, it may be remarked, that the Louisville and Portland canal, in its present condition, if it were a work of nature instead of art, and there were no other way, at any time, of passing the falls, except through it, would be regarded as the greatest obstacle to, and impediment in the way of, navigation between Cincinnati, if not Pittsburg, and the mouth of the Ohio. At the time it was constructed, considering how little had then been done in the way of internal improvement in the western country, how much less the commerce of the West was at that time than it is now, and that, comparatively, steamboat navigation was then in its infancy, it was a work of much magnitude, and of great value and importance to the West; and it is so now, notwithstanding its imperfections; but it falls far short of what the present requirements of commerce demand.

Twenty years ago it may have been thought, and it probably was, sufficiently large and ample in its dimensions and plan for all the purposes of navigation as then carried on; but it has now, in this age of improvement, become as little suited to accommodate the commerce of the Ohio as a railroad constructed twenty years ago, with light rails for cars moved by horse-power, at six to ten miles an hour, would at this day answer for heavy locomotives and trains running at the rate of from thirty to forty miles per hour.

V.—DIMENSIONS THAT, IN THE OPINION OF THE BOARD, AN IMPROVEMENT AT THE FALLS OF THE OHIO SHOULD HAVE, IN ORDER FULLY AND ADEQUATELY TO ACCOMMODATE THE NAVIGATION; ALSO THE SIZE, PLAN, AND GENERAL ARRANGEMENT OF ITS LOCKS, AND OTHER WORKS THAT THE BOARD WOULD RECOMMEND.

First. If it be an independent canal. Its width to be 200 feet, that

*The tonnage that passed through the canal from 1832 to 1851, inclusive, in consecutive periods of five years each, was as follows:

Periods.	Tons.	Average per year.
From 1832 to 1836, inclusive	784,627	156,925
From 1837 to 1841....do	1,159,278	231,856
From 1842 to 1846....do	1,369,839	273,968
From 1847 to 1851....do	1,563,747	312,749

boats of the largest class that can go through its locks may pass each other readily and easily at any point.

2. Its lockage to be effected by means of a single lift-lock.

3. The width of the lock-chamber to be eighty feet.

4. The lock to have three sets of lower gates—instead of one, as in ordinary cases—so placed, respectively, that the chamber of the lock may be 220 feet, 320 feet, or 420 feet long, as will best suit the lengths of the boats passing through.

5. The lock to be filled by means of culverts or openings, passing at right-angles through one of its side-walls; the number to be sufficient, and so distributed lengthwise of the lock, that it may be filled in the same time, whether it is used as a lock of 420 feet, 320 feet, or 220 feet length of chamber, and in as short a time as steamboat locks of much less size are now filled through valves in the upper gates.

The lock to be emptied through a like number of culverts, or openings, in the opposite side-wall, and in like manner distributed lengthwise of the lock, with a view to its being emptied rapidly, and in the same time, whichever set may be used.

6. Two sets of guard-gates, side by side, to be placed at the head of the canal; each set abutting against walls 80 feet apart. These walls to raise to a height at least four feet above the highest known freshet, viz: that of 1832.

Two sets of guard-gates, instead of one, are proposed, that there may be greater width for the entrance of water into the canal when in use, and that a stronger current may be brought to bear when scouring out the canal in the manner hereinafter to be considered. There will be, in addition, the incidental advantage that at certain stages of the river, (when there is no great current outside of the canal at its entrance, that would render it advisable) boats may be entering and leaving the canal at the same moment.

7. The depth of the canal to be such that boats of a maximum draught of 11 feet may, at the lowest stage of the river in which that depth, available for navigation, is to be had on the bars in the river, pass over the mitre-sills of its guard-gates with one foot of water to spare; and which the table on page 19 shows to be when the river is six feet above *ordinary* low water at the head of the falls. This requires (see the table above mentioned) the placing of the top of these mitre-sills six and a half feet below the level of ordinary low water at the head of the falls.

8. The bottom of the canal should have a descent from its guard-gates to its lift-lock at the rate of $1\frac{3}{10}\frac{2}{0}$ foot per mile, for the purpose not only of allowing for the descent there will be at times in its surface, when water is drawn rapidly through the canal for lockage, but also to aid in causing a strong current when the guard-gates are closed, the level of the water in the canal reduced, and the valves in the guard-gates, and also the gates of the lock, or the culverts in its side-walls, are opened with a view of washing out the sediment brought into the canal when in use. There will be also the additional advantage in giving an inclination to the bottom of the canal: its transverse section of water-way and its depth are thereby increased, so that if a boat can pass over the mitre-sills of the guard-gates, it is certain of getting

through the canal without rubbing on the bottom, especially as the top of these mitre-sills is to be placed six inches above the bottom of the canal, immediately below them.

9. The depth of water on the lower mitre-sill of the lock to be six feet below the surface of ordinary low water.

10. The bank of the canal between it and the river should be raised to the same height as the guard-gates—viz: at least four feet above the highest known flood, that of 1832—and extend from the guard-gates to the head of the lift-lock at the lower end of the canal, and these connect with a guard-wall also raised to the same height, running parallel with the lock, and between it and the river, down to the lower end of the lock. A bank also, of the same height, to connect the guard-gates with the high ground on the land side of the canal.

The guard-gates, the bank connecting the guard-gates with the high ground on the land side of the canal, and the bank along the whole length of the canal, on its river side, if the guard-gates are closed, as they should be when the canal is not in use, will exclude the river altogether from entering the canal at its head when the river is high, and leaving such deposites and drift as are brought into the present canal for want of such protection; and the guard-wall between the lock and the river will keep out of the former such deposites as are now made by high water in the lower lock of the present canal. The river, it is true, will back up into the canal from its lower end, whenever the river at that point rises to the level at which the water in the canal may be; but from this no inconvenience can result in the way of deposites and drift.

11. The highest stage of water in which the canal may be used is assumed at ten feet above ordinary low water at the head of the falls. At that stage the descent of the river from the head to the foot of the falls does not exceed three and a half to four and a half feet. Heretofore, it is believed, the use of the canal has ceased at a somewhat lower stage.

12. The lift-lock should have its side-walls raised to a level five feet higher than the height above assumed as the highest in which the canal will be used. The lower lock-gates, however, except a frame-work to serve as a foot-bridge over them, which will be raised as high as the lock-walls, to be raised only to the level of the highest stage of navigation in the canal, as above assumed. The upper gates are to be raised to within one foot of the level of the lock coping.

13. The canal to have vertical side-walls, battering one and a half inch to the foot, on their face, raised to a level five feet above the assumed height of the highest stage in which the canal will be used.

14. At the level of the top of the vertical side-walls, to be an offset or berm twenty feet wide. Above this level, for fifteen feet in height, the inside of the banks of the canal to have a slope of one and a half foot base to one foot rise; above this to be another offset or berm twenty feet wide, and thence up to the top of the banks, say for fifteen feet in height, to have an inner slope of one and a half foot base to one foot rise. The width of the banks at the top, where they rise much above the level of the ground adjacent, to be as wide as a regular distribution of the earth excavation will make them. The inner

slopes of the banks, and the tops of the offsets or berms, to be covered with the fragments of stone obtained in excavating the canal, say three feet thick, the banks and offsets being left to that extent deficient in width and height to receive the stone.

15. Bridges over the canal to be furnished with draws of suitable construction.

Second. If it be an improvement of the river-bed. The same general plan and dimensions as in the case of the canal, so far as applicable, to be adopted. The guard-gates at the head of the improvement and high bank, thence down to the lift-lock, will, of course, be dispensed with. Guard-gates, however, to be placed at the head of the lift-lock, and raised to the same height as in the case of a canal, and a guard-wall on each side of the lock, also raised to the same height, to run parallel with the lock to its lower end.

The depth of water-way in its shallowest places, above and below the lock, to be not less than the depths required on the mitre-sills of the guard-gates of the canal.

The width of water-way having the above depth to be not less than two hundred feet—a greater width preferable.

VI.—Plan and position of a canal or improvement on the Indiana side of the river; also estimate of its probable cost.

Several plans for improving the navigation at the falls on the Indiana side of the river have been proposed at different times; some of which contemplated the construction of an independent canal *around the falls* on the river shore; others a canal that should overcome the principal part of the falls, at the head, and a sluice navigation thence through the rapids to the foot of the falls; and others, again, an improvement wholly in the bed of the river and within its banks.

Three plans of the first-mentioned class are described in the following extracts from a report by T. J. Cram, captain United States corps topographical engineers, on the 3d of February, 1844:

"There are two routes on which a steamboat canal can be well constructed around the falls on the Indiana side, and fed from the Ohio.

"Minute surveys have been made, longitudinally and transversely, on both, with all the care the importance of the subject demanded."

* * * * * * * * * * *

"*Route No.* 1 commences just above the town of Jeffersonville, Indiana, and, passing through the outskirts of the village, enters the small valley occupied by Cane run; after following the valley for some distance it passes out, and thence across a table-land, and enters the Ohio at the foot of the falls, between the Point of Rocks and the mouth of Mill run." * * * * * * *

"The whole extent of the route is 146 feet less than three miles. The greatest depth of cutting is 59½ feet, and (including the immediate banks of the river) the least depth of cutting is 19 feet. In the lower stratum, throughout the whole extent, there is solid limestone rock, in which the average depth of cutting would be about 10 feet.

"It is proposed to have the grade of the bottom so as to give five

feet depth of water in the upper, and five and a half feet in the lower extremity of the canal at extreme low stage. The width of the canal in the clear is to be 64 feet on the water line." * * * *

"It is intended to have double locks, and the total lockage, which will be at the lower extremity, will be divided into two lifts of 12 feet each—the chambers of the locks to be 320 feet by 64 feet in the clear; also a guard-lock, and a boom, for safety of entrance at the upper extremity.

"At the head of the locks there is to be a large bay, 500 feet in length and 160 feet in width. There are also to be three passing-places for boats * * distributed at proper distances throughout the line."

"*Route No.* 2. This route commences exactly with No. 1, and is common with it * * for an extent of about $2\frac{4}{10}$ miles; thence diverging, it enters the valley of Mill run, following along and parallel with it for some extent; then crossing a summit, it reaches Silver creek; after passing this stream, the line crosses another summit and reaches Falling run, and, entering the valley of that run, it follows the same to the Ohio, and enters the river at a bold, rocky place, where excellent ingress and egress can always be had without fear of an accumulation of silt.

"The total length of the route No. 2 is very nearly $7\frac{1}{5}$ miles. The greatest depth of cutting on this route would be $65\frac{1}{2}$ feet between Silver creek and Falling run. The maximum depth between Jeffersonville and Mill run, as before stated, would be $59\frac{1}{5}$ feet. The depth of solid rock-cutting in the lower stratum, averaged throughout the line, would be about $9\frac{1}{2}$ feet. The same cross-section has been adopted for the canal on this route as explained for route No. 1, as well as the same number of double locks, and the same dimensions for the chambers. The total lockage to be divided into two lifts of $14\frac{1}{2}$ feet each, at extreme low water; the upper extremity of the canal to have five feet depth of water, and the lower extremity $6\frac{1}{2}$ feet." * * *

"Five passing-places for boats would be necessary in this line."

"*Canal on a high level around the falls, to be fed from other sources than the Ohio.*

"From the report of the Board of Internal Improvements of Indiana, in 1835, and other sources of information, an opinion has obtained that to avoid the great expense of cutting for a canal around the falls, to be fed from the upper pool, a canal, with very little cutting, might be made on a high level, locking from both its extremities into the Ohio, and feeding it from the interior of Indiana; that by such a project, a steamboat canal could be had around the falls, and at the same time a navigable feeder into a very fertile district of that State.

* * * * * * * *

"The same location and dimensions of works have been adopted for the canal, on a high level, as for that of route No. 1, the total length being little short of three miles. The total lockage at the upper extremity to be divided into three lifts, $11\frac{1}{3}$ feet each, and that of the lower extremity into five lifts, of $11\frac{5}{10}$ feet each. The locks at both extremities to be double chambers, 320 by 64 feet in the clear,

with the same form of head-bays, and the canal to have the same number and size of passing-places as contemplated in route No. 1.

* * * * * * * *

"The total length of the feeder is about 80 miles.

"The cross-section of the feeder to be a rectangle from the bottom to the upper surface of the water. * * * * *

"The width of its water-way to be 40 feet, and the depth of water five feet."

Captain Cram estimates the probable cost of route No. 1 at $1,405,146; that of route No. 2 at $2,973,642; and that of the "canal on a high level," and its feeder, at $7,468,361.

Captain Cram's estimates apply to a canal of much smaller dimensions than those the board has thought it necessary to adopt in planning an improvement around the falls.

Now, with a view to a comparison as regards cost of the plans described as above by Captain Cram, with those described and estimated in this report by the board,* his estimates must be enlarged to the extent the larger dimensions adopted by the board would require; and it will be found that the probable cost of route No. 1 would exceed $3,000,000; that of route No. 2, $5,000,000; and of the "canal on a high level," and its feeder, $8,000,000.

The project for the "canal on a high level," as a means of passing the falls, has not a single argument in its favor; on the contrary, besides its great cost, which alone is sufficient cause for its rejection, it is objectionable for the reason that its navigation would be suspended whenever an accident occurred on its long line of feeder, cutting off the supply of water; and, moreover, it would be difficult, if not impracticable, through a feeder of such length, viz: 80 miles, and no greater width and depth than is proposed, to keep the canal, with its large locks, supplied with water when worked up to its full capacity.

The project for a canal on route No. 2 may also be rejected; for, if constructed, it would be no more advantageous to the navigation than a canal on route No. 1, while its cost would exceed that of the latter by the sum of at least $2,000,000.

Route No. 2, it is true, as Captain Cram says, has the advantages of avoiding the Albany bar, (at the foot of Sandy island) and "the rocks" at that island, and also of having a position for the locks at its lower terminus, where ingress and egress would be comparatively free from accumulations of silt: but, on the other hand, "the liability of silt accumulating in a canal on this route, from the various creeks and runs, which would necessarily have to be let in, so that they might cross the canal," and its great length, being more than double that of the canal on route No. 1, would greatly more than counterbalance the advantages above mentioned. There can scarcely be a greater annoyance to the navigation of a canal, in deep cutting, than that occasioned by the deposites brought into it, and the bars formed across it, in heavy rains, by creeks and runs that are allowed

* The estimates of Captain Cram are given in sufficient detail to enable the board to enlarge them with considerable accuracy, for application to contemplated canals of larger dimensions.

to enter the canal, from inability to pass them under it. And as regards the project for a canal on route No. 1, the board considers it, also, as one that cannot be recommended for adoption. In giving its reasons for this opinion, the board must be permitted to anticipate certain results of its examinations and investigations, that will be given in a subsequent part of this report, so far as to state that an improvement around the falls by means of an enlargement of the Louisville and Portland canal, and its extension, "so as to avoid the rocks at Sandy island," that will better accommodate the navigation than any "canal around the falls" on the Indiana *shore* of the river, can be constructed for a sum less by at least $537,652 than the estimated cost of a canal of the enlarged dimensions on route No. 1, the least expensive of the three routes on the Indiana shore.

These results, and the reasons for the opinion expressed in relation to the enlarged and extended canal, will be hereinafter presented.

Now, such being the case, and as the examinations and investigations of the board have satisfied it—*first*, that no independent canal around the falls, on the Indiana shore of the river, can be located on ground that would give a more favorable result as regards cost, or the advantages to the navigation from its construction, than that occupied by route No. 1; and *second*, that the estimate of $3,000,000 is not too high for the probable cost on that route, of a canal constructed upon the plan and of the size and dimensions thought necessary by the board for such a work—it follows that, if any improvement can be devised for passing the falls on the Indiana side of the river, worthy of adoption, it must either in whole or in part occupy the bed of the river.

Of the class of improvements occupying the bed of the river, in part, there are two projects that have been proposed that will now be noticed.

In a report dated 6th of May, 1845, Lieutenant Colonel Long, having, pursuant to instructions from the Topographical Bureau, made an examination of the falls generally, and of the Indiana shore in particular, for a canal commencing near the head of the falls, and terminating at the "Big Eddy," or whirlpool, as it is sometimes called, submitted the plan of such a canal, and an estimate of its probable cost. The length of the canal was to be $\frac{8.6}{100}$ of a mile, its width in low water 120 feet; and in higher stages its width at water-surface would vary from that just mentioned to 180 feet. Its depth at low water was to be five feet. It was to have no guard-lock or guard-gate at its head.

There was to be along its whole length a high wall of masonry between it and the river, raised about 18 inches above the highest known flood in the Ohio. There was to be a double lock at the lower end of the canal, of 21 to 22 feet lift. A dam was to be constructed across the river at the head of the falls, that should raise its surface at *ordinary* low water 12 to 15 inches above its usual height at that stage, with sluices of proper width and depth to prevent interference with the navigation in the bed of the river at such stages as it is now used for that purpose. There was also to be a wall on Goose island, parallel, or nearly so, with the Indiana shore, raised sufficiently high

to prevent the currents over that island, and through sluices across it, that at certain stages of the river run with great violence, and in different directions, but all mainly tending towards the "Big Eddy," and that are the principal cause of the whirlpool that in those stages exists at that point. The estimate of the probable cost of this canal and its appendages was $1,500,000.

A serious objection to this plan of improvement is, that the canal does not overcome the entire fall of the river at the falls by about four feet, in ordinary low water, from the "Big Eddy" to the foot of the falls, to be encountered by boats in the bed of the river. There may be between the points above mentioned a sufficient depth and width of channel to admit the passage of any boat that can pass through the present canal and over the sand-bars as they now exist, above and below the falls, in ordinary low water, yet the channel is exceedingly intricate and tortuous, and in places obstructed by rocks projecting from its sides and bottom, and will require heavy expenditures in order to open a free passage through it; while at the same time its current is too rapid to admit the easy ascent of boats between Shippingport and the proposed double lock.

The other project alluded to, for passing the falls on the Indiana side, by a mixed improvement of canal and sluice navigation is described, and its probable cost estimated by William J. Ball, esq., chief engineer of the Indiana Canal Company, in a report dated January 1, 1850, as follows:

The canal would commence a short distance below the Jefferson ferry-boat landing, $\frac{86}{100}$ of a mile above the head of that proposed by Colonel Long, and exactly double the length of the latter; and running thence along the river shore, would terminate at the same place as that canal, viz: the "Big Eddy." Its length would be $1\frac{12}{100}$ mile; its width in no place less than 100 feet. There would be three passing-places, and an enlargement at the upper end to render the entrance to the canal easy.

The lockage would be effected by means of two combined locks, having an aggregate lift of $20\frac{12}{100}$ feet. The chambers of the locks would be 80 by 350 feet in the clear.

The middle set of lock-gates and adjoining masonry would rise above high water, to serve as guard-gates.

The depth of water in the canal, and on the lower mitre-sill, at low water, would be five feet.

There would be no guard-lock or guard-gate at the head of the canal.

Along nearly the whole length of the canal, beginning a short distance below its head and terminating at the upper lock, there would be between the canal and the river an embankment, mostly of stone, protected on its outer and inner sides by dry walls, battering six inches to the foot, and joined at top by a stone arch resting on the upper surface of the embankment.

In the centre of the embankment there would be a thin mortared wall, rising one foot above the low-water surface in the canal.

The above embankment would rise about two feet above the highest stage of water in which boats would pass through the canal.

For a distance of five-eighths of a mile below the locks a comparatively straight low-water channel, 222 feet wide, and four feet deep in its narrowest and shallowest places, with a descent at the rate of about three and three-fourths feet to the mile, would be made by cutting off and through the rocky points and reefs projecting into, and partially across, the present low-water channel of the river. Thence to the foot of the rapids, and from that point to the lower terminus of the Louisville and Portland canal, some detached rocks were to be blasted out.

Against the side-currents across Goose island, which, as before remarked, at certain stages of the river, rush with such force and in such directions as mainly, if not altogether, to give occasion to the whirlpool existing in those stages at the "Big Eddy," Mr. Ball makes no provision, being of opinion, as expressed in his report, that it is altogether attributable to the point of rock projecting from Goose island, immediately below the "Big Eddy," called Wave rock, and which, on that account, he proposes removing to an extent he considers sufficient to do away the difficulty there would otherwise be in entering and leaving the locks at the above stages of the river.

Mr. Ball estimates the probable cost of the improvement at $688,033.

The board does not approve of this plan of improvement.

It is not, in a proper sense, "a canal *around the falls*," but leaves about one-fifth of the low-water descent of the river at that point to be overcome by a sluice navigation, that at times must occasion more or less detention to boats on their passage through it, and that cannot be made as safe for navigation as a properly planned and well constructed canal.

It would seem, from Mr. Ball's estimate, that this plan of improvement has an advantage in cost over certain other plans that will be described and estimated in this report. But in reality it is not so. Let each and all be constructed in conformity with the same general plan, so far as it is applicable—either that proposed by Mr. Ball, or the one recommended by the board, or any other that might be preferred—and it would be found that the improvement he proposes would be comparatively quite as costly as the most expensive of the others referred to.

An enlargement of the present canal, and its extension to "the rocks at Sandy island." is estimated, in a subsequent part of this report, at $2,462,348, or more than three times the amount of Mr. Ball's estimate of the probable cost of his project. Now, if Mr. Ball's views are correct, that a canal at the falls entirely submerged in high water, without guard-gates at its head, with a bank not water-tight, except for a height one foot above its low-water surface, of insufficient width for boats to pass each other except at a few points, of less depth than would enable boats of maximum draught to go through it, whenever the river is sufficiently high to permit them to reach the canal, stopping short of the foot of the falls, and with its lower terminus at a place where boats entering and leaving the canal would at times be subjected to the violence of a whirlpool, would answer all the purposes of navigation sought to be effected by an additional improvement at the falls, the board has greatly erred in its views on that subject,

and has consequently planned an enlargement and extension of the present canal far too costly and expensive. On the other hand, if the views of the board are correct, Mr. Ball proposes an improvement that would not meet the requirements of navigation, and would cost very considerably less than one constructed agreeably to the general plan for such a work recommended by the board, and on the same site.

The board and Mr. Ball not only differ in their views respecting the *general plan and arrangement* proper for an improvement at the falls, but also in regard to the dimensions and mode of construction that *its several parts and works* require, with a view to security and permanency.

The consequent effect upon their respective estimates may be inferred from the great difference in the amounts they have assumed as the probable cost of lift-lock, masonry, and gates; resulting, in a great degree, from the cause just mentioned.

Mr. Ball estimates the masonry and gates of two lift-locks, 80 by 350 feet each in the chamber, with an aggregate lift of about 20 feet, at $85,090; the board estimates the masonry and gates of a lock 80 by 420 feet in the chamber, and about 26 feet lift, at $429,500. Now, the comparatively small locks of the present canal—50 by 200 feet in the chamber—of only one-fourth the greater aggregate lift than the locks proposed by Mr. Ball, cost very greatly more than his estimate, and contain more than twice the quantity of masonry he assumes as sufficient.

There are several other projects for improving the falls in the river bed, on the Indiana side, described and estimated in Captain Cram's report; all of which he disapproves of, for reasons given. As those reasons are satisfactory to the board, no further notice of the projects referred to will be taken in this report.

Having shown that a canal round the falls on the Indiana shore cannot be recommended unless its cost and the advantages to the navigation from its construction are disregarded as elements in the comparison of it with a similar project on the opposite side of the river, and also that a canal on the Indiana side terminating at the "Big Eddy," and a sluice navigation thence to the foot of the falls, would be an objectionable improvement, the board will now describe a plan of improvement in the river-bed, on that side of the river, that differs from and is less objectionable than any of that character on the Indiana side, that have hitherto been offered, and which keeps within the proper limit as regards cost, necessary to be observed to prevent its rejection on that account alone.

The plan is as follows, viz:

Build a wall or dam from the lower extremity of Corn island across to Goose island, with an opening in it 200 feet wide to permit the passage of descending flat-boats in the lower stages of the river, and of descending steamboats of light draught, in somewhat higher stages, to the sluice, hereinafter mentioned, to be made in the middle chute, and also to prevent interference with the navigation of the river in high water; thence continue this wall or dam downward along Goose island to a point opposite a wide projecting rock from the Indiana shore, 600 yards below the "Big Eddy;" thence with a dam across

the Indiana channel to a lift-lock placed on the aforesaid projecting rock, and connecting with the masonry of the lock near its head.

The wall or dam from Corn island to Goose island to be raised to the surface of ordinary low water at the head of the falls; that along Goose island to be raised about two feet, and the dam across the Indiana channel from Goose island to within 150 feet of the lift-lock, about one foot above that surface; the 150 feet of dam next the lift-lock to rise 10 feet above the same surface, in order to effect a more secure entrance for boats into the lock.

Agreeably to the general plan recommended in this report for an improvement of the kind now described, the lift-lock is to have a single lift; to have its upper gates, also a guard-wall on each side throughout its whole length, raised 4 feet above the highest floods; a chamber 80 feet wide, with three sets of lower gates, so placed that its chamber may be made 220 feet, 320 feet, or 420 feet long; and is to be filled through culverts or openings placed in and at right-angles to the north side-wall, and emptied through similar culverts or openings placed in the opposite wall. There is to be a high guard-wall from near the lower end of the lock guard-wall on the north side, running to the river-shore, and connecting with an embankment extending back to the adjacent high ground. The low-water lift of the lock will be about 22 feet; its high-water lift, 3½ to 4½ feet.

Between Corn island and the Kentucky shore no wall or dam is necessary, the rocky bed of the river being sufficiently high to prevent the river running on that side of the island in low water.

The depth of water in the shoalest parts of the channel of this improvement above the lift-lock to be, in ordinary low water, six and a half feet. To obtain this depth, excavation will be required across the crest of the falls.

The width of the above channel is in no place to be less than 200 feet. The depth at low water on the lower mitre-sill of the lift-lock to be about six feet.

From the lift-lock to the foot of the falls, a channel at least 200 feet wide, and about five feet deep in ordinary low water, is to be made by cutting sluices across and through the intervening reefs of rocks, and blasting away such detached rocks at other points as would endanger navigation.

A dam of loose rock or rip-rap is to be thrown across the head of the channel north of Sandy island, for the purpose of bringing about an earlier and more forcible scouring action of the river on the bars that form across the head of the southern channel, and at the foot of the island, and the deposites that are made in the narrow channel at "the rocks" in high water.

The lift-lock is located at a point more favorable than the "Big Eddy" for the ingress and egress of boats, and the sluice navigation from it to the foot of the falls would be of less length than one commencing at the "Big Eddy," and not so objectionable.

The plan, in short, is a slackwater improvement in the Indiana chute and channel down to the lift-lock, and a sluice navigation thence to the foot of the falls.

As the Indiana channel is, in certain stages of the river, used by de-

scending flat-boats, and also by descending and ascending steamboats of light draught, this plan of improvement may be objected to as interfering with the natural navigation of the river. But this objection might probably be obviated by permitting boats to pass through the lock free of toll, or for a light charge, whenever the river is at a stage that would enable them to pass down or up the Indiana channel, if it were unobstructed. But as this mode of obviating the objection above mentioned may not be approved of, a sluice through the middle chute between the lower portions of Goose island and the head of Rock island, for the passage of such boats, is planned, and its cost included in the estimate of the probable cost of this improvement.

The proposed sluice is to have a width diminishing from 220 feet at its head to 200 feet at its foot; and side-walls, raised sufficiently high to protect the sides of boats against injury. Its length is to be 2,000 feet, and the descent of its bottom at the rate of one foot in 150.

The probable cost of this plan of improvement is as follows, viz:

1st. Excavation through the crest of the falls, and thence in the Indiana channel to the point where that channel would have the requisite depth, viz: six and a half feet below ordinary low-water surface at the head of the falls, in the lift-lock pit, in the new channel or entrance into the river below the lock, and in the wall and dam foundations, viz: 170,000 cubic yards of rock, at $1 50..... $255,000

2d. Construction of the masonry gates, mitre-sills, and foundation of the lift-lock; masonry in the culvert and guard-walls alongside of the lock, and in the walls connecting the lock with the dam across the Indiana channel, on the one side, and with the Indiana shore on the other; also a house for the lock-keeper and his assistants, and for a collector's office; including in the estimate for the masonry the probable cost of the openings, or culverts, in the side-walls, and their gates and fixtures, and of the masonry fenders, viz:

72,000 cubic yards of scabbled masonry in broken courses, with rubble backing, the faces of the lock-walls to be protected by vertical wooden fenders, at $6 50	$468,000	
1,500 cubic yards of concrete, (the stone being paid for as lock-pit excavation,) at $3 75	5,625	
Five sets of lock gates and five mitre-sills, including the gate valves and other fixtures	85,000	
For securing the bottom of the lock-chamber and of the culvert water-way with timber bolted to the rock, and with concrete and plank, if necessary	15,000	
House for lock-keeper, &c	2,500	
		576,125

3d. Construction of dam from the lift-lock to Goose island, across the Indiana channel, to be built of stone, in part, at least, paid for as excavation under the first item, viz: 22,500 cubic yards of scabbled masonry in broken courses, with rubble backing, at $10..... 225,000

4th. Construction of a wall or dam from Corn island to Goose island, and thence along the latter island to connect with the dam across the Indiana channel, viz:		
9,500 cubic yards of masonry, at $6 50		$61,750
5th. Construction of the sluice in the "middle chute," viz:		
44,000 cubic yards excavation of rock, at $1 25	$55,000	
4,500 cubic yards of masonry, at $6 50	29,250	
		84,250
6th. Dam of loose stone, or rip-rap, across the head of north channel at Sandy island, viz:		
7,000 cubic yards of stone, at $1 50		10,500
		1,212,625
Add for increased cost of certain parts of the work, and especially of the dam across the Indiana channel, that may be occasioned by high water and floods, and for contingencies generally; also for land damages and superintendence, twenty-five per cent		303,156
Total amount of the estimate		1,515,781

The masonry in this and the following estimate is to be laid with "hydraulic cement," materials for which are abundant and near at hand; and the estimate for this and the "Kentucky side improvement" contemplates an additional set of gates at the head of the lock, to serve as guard-gates, not mentioned in the description nor shown in the drawings.

VII.—Plan and position of a canal or improvement on the Kentucky side of the river, and estimate of its probable cost.

As the present canal occupies a very considerable part of the ground on which any "*canal* around the falls" on the Kentucky shore ought to be constructed, an *additional* improvement for passing the falls on that side of the river must be partly, if not wholly, in the river-bed.

The board will now describe an improvement that may be made in the river-bed on the Kentucky side, similar in character and plan to the one just described for the Indiana side.

The plan of it is as follows:

Build a wall from a point about 550 yards from the Indiana shore, and near the head of the falls to the head of Goose island; thence downwards along that island to a point within about 50 yards of the head of the main pitch of the middle chute; then with a wall or dam cross the middle channel above the head of the said main pitch, in a direction inclining down stream, to the head of Rock island; run along that island to a point nearly opposite the head of the main pitch of the Kentucky chute, and then cross over near and above the head of this main pitch to a lift-lock placed near the Kentucky shore, opposite the Tarascon Mills, and connecting with the masonry of the lock near its lower terminus.

The wall along Goose island to be raised about two feet above ordinary low-water surface at the head of the falls; the wall or dam across the middle and Kentucky channels, from that island to within 40 feet of the lift-lock, to be raised one foot above the same surface; and thence to the lift-lock, the height to be ten feet above that surface, to prevent the entrance to the lock, when in use, from being interfered with by the river running over that portion of the dam.

The lift-lock is to be upon the same plan as that of the similar improvement on the Indiana side just described. Its filling culverts are to be on the north, its discharging culverts on the south side. Its low-water lift will be about 22 feet; its high-water lift 3½ to 4½ feet.

The wall and embankment at the lower end of the lock, connecting it with the high ground adjacent on the Kentucky shore, differ from the corresponding wall and embankment of the Indiana improvement, in not rising above the extreme high-water. They are to rise only a little above the surface of that ground, which is not much above the level of ordinary floods.

The depth of the channel above the lock, in its shoalest places, to be six and a half feet below ordinary low-water surface at the head of the falls, its minimum width 200 feet. The low-water depth of the lower mitre-sill of the lock to be about six feet.

The lift-lock enters the river near the head of the channel that runs on the south side of Sandy island, above the point where the bar before described is formed in high-water.

A dam of loose stones or rip-rap is to be made across the head of the channel, north of Sandy island, as contemplated in the plan for an improvement on the Indiana side, and for the same reasons.

The Indiana chute and channel are to be left unobstructed, that it may be used for the natural navigation of the river. So far as regards that navigation in low-water, it would be somewhat benefited by the improvement, as all the water of the river at that stage, not required for lockage, would be forced into that chute and channel instead of passing, as at present, in part, through the middle and Kentucky chutes.

This improvement would be, in fact, a slack-water navigation in the bed of the middle and Kentucky channels of the river, entering at its lower extremity, near the head of the channel on the south side of Sandy island, 800 to 900 yards above the locks of the present canal. The probable cost of the improvement would be as follows:

1st. Excavation through the crest of the falls, thence between Corn island and the Kentucky shore, and in the Kentucky channel below, to the point where that channel would have the requisite depth, viz: six and a half feet below ordinary low-water surface at the head of the falls, in the lift-lock pit, and in the wall and dam foundations, viz: 165,000 cubic yards of rock, at $1 25..... $206,250

2d. Construction of the masonry, gates, mitre-sills, and foundations of the lift-lock, masonry in the culvert, and guard-walls alongside of the lock, and in the walls connecting the lock with the dam across the Kentucky chute on the one side, and with the Kentucky shore on the other: also a house for the lock-keeper and his assistants, and for a collector's office, including in the estimate for the ma-

sonry, the probable cost of the openings or culverts in the side-walls, and their gates and fixtures, and of the masonry fenders, viz:

72,000 cubic yards of scabbled masonry, in broken courses, with rubble backing, (the faces of the lock-walls to be protected by vertical wooden fenders) at $6 25	$450,000	
1,500 cubic yards of concrete, (the stone being paid for as lock-pit excavation,) at $3 75	5,625	
Five sets of lock-gates and their mitre-sills, including the gate-valves and other fixtures	85,000	
For securing the bottom of the lock-chamber and of the culvert water-way with timber bolted to the rock, and with concrete and plank, if necessary	15,000	
House for lock-keeper, &c.	2,500	
		$558,125

3d. Construction of a dam across the Kentucky chute, along Rock island, and across the middle chute to Goose island, and of a wall or dam upward along the latter island to the crest of the falls, viz:

22,000 cubic yards of scabbled masonry, in broken courses, with rubble backing, at $6 50	143,000
4th. Dam of loose stone or rip-rap across the head of the north channel, at Sandy island, viz: 7,000 cubic yards of stone, at $1 50	10,500
	917,875
Add for increased cost of certain parts of the work, that may be occasioned by high water and floods, and for contingencies generally; also for land damages and superintendence, 20 per cent	183,575
Total amount of the estimate	1,101,450

VIII.—Plan of enlarging the Louisville and Portland canal, and extending it "so as to avoid the rocks at Sandy island," and estimate of its probable cost.

Agreeably to the general plan laid down and described in this report, as proper and necessary for "a canal around the falls," the enlarged and extended canal is to have—

1. A water-way, 200 feet wide.

2. Two sets of guard-gates at its head, placed side by side, with the side-wall of each 80 feet apart.

3. A single lock at its lower end, with a chamber 80 feet wide and 420 feet long, so constructed that the length may be reduced to 220 feet or 320 feet, as in the case of the locks previously considered, whenever boats are passing requiring no more than these lengths respectively. The lock to be filled through its south side wall and

slopes of the banks, and the tops of the offsets or berms, to be covered with the fragments of stone obtained in excavating the canal, say three feet thick, the banks and offsets being left to that extent deficient in width and height to receive the stone.

15. Bridges over the canal to be furnished with draws of suitable construction.

Second. If it be an improvement of the river-bed. The same general plan and dimensions as in the case of the canal, so far as applicable, to be adopted. The guard-gates at the head of the improvement and high bank, thence down to the lift-lock, will, of course, be dispensed with. Guard-gates, however, to be placed at the head of the lift-lock, and raised to the same height as in the case of a canal, and a guard-wall on each side of the lock, also raised to the same height, to run parallel with the lock to its lower end.

The depth of water-way in its shallowest places, above and below the lock, to be not less than the depths required on the mitre-sills of the guard-gates of the canal.

The width of water-way having the above depth to be not less than two hundred feet—a greater width preferable.

VI.—Plan and position of a canal or improvement on the Indiana side of the river; also estimate of its probable cost.

Several plans for improving the navigation at the falls on the Indiana side of the river have been proposed at different times; some of which contemplated the construction of an independent canal *around the falls* on the river shore; others a canal that should overcome the principal part of the falls, at the head, and a sluice navigation thence through the rapids to the foot of the falls; and others, again, an improvement wholly in the bed of the river and within its banks.

Three plans of the first-mentioned class are described in the following extracts from a report by T. J. Cram, captain United States corps topographical engineers, on the 3d of February, 1844:

"There are two routes on which a steamboat canal can be well constructed around the falls on the Indiana side, and fed from the Ohio.

"Minute surveys have been made, longitudinally and transversely, on both, with all the care the importance of the subject demanded."

* * * * * * * * * * *

"*Route No.* 1 commences just above the town of Jeffersonville, Indiana, and, passing through the outskirts of the village, enters the small valley occupied by Cane run; after following the valley for some distance it passes out, and thence across a table-land, and enters the Ohio at the foot of the falls, between the Point of Rocks and the mouth of Mill run." * * * * * * *

"The whole extent of the route is 146 feet less than three miles. The greatest depth of cutting is 59½ feet, and (including the immediate banks of the river) the least depth of cutting is 19 feet. In the lower stratum, throughout the whole extent, there is solid limestone rock, in which the average depth of cutting would be about 10 feet.

"It is proposed to have the grade of the bottom so as to give five

feet depth of water in the upper, and five and a half feet in the lower extremity of the canal at extreme low stage. The width of the canal in the clear is to be 64 feet on the water line." * * * *

"It is intended to have double locks, and the total lockage, which will be at the lower extremity, will be divided into two lifts of 12 feet each—the chambers of the locks to be 320 feet by 64 feet in the clear; also a guard-lock, and a boom, for safety of entrance at the upper extremity.

"At the head of the locks there is to be a large bay, 500 feet in length and 160 feet in width. There are also to be three passing-places for boats * * distributed at proper distances throughout the line."

"*Route No.* 2. This route commences exactly with No. 1, and is common with it * * for an extent of about $2\frac{4}{10}$ miles; thence diverging, it enters the valley of Mill run, following along and parallel with it for some extent; then crossing a summit, it reaches Silver creek; after passing this stream, the line crosses another summit and reaches Falling run, and, entering the valley of that run, it follows the same to the Ohio, and enters the river at a bold, rocky place, where excellent ingress and egress can always be had without fear of an accumulation of silt.

"The total length of the route No. 2 is very nearly $7\frac{1}{5}$ miles. The greatest depth of cutting on this route would be $65\frac{1}{2}$ feet between Silver creek and Falling run. The maximum depth between Jeffersonville and Mill run, as before stated, would be $59\frac{1}{5}$ feet. The depth of solid rock-cutting in the lower stratum, averaged throughout the line, would be about $9\frac{1}{2}$ feet. The same cross-section has been adopted for the canal on this route as explained for route No. 1, as well as the same number of double locks, and the same dimensions for the chambers. The total lockage to be divided into two lifts of $14\frac{1}{2}$ feet each, at extreme low water; the upper extremity of the canal to have five feet depth of water, and the lower extremity $6\frac{1}{2}$ feet." * * *

"Five passing-places for boats would be necessary in this line."

"*Canal on a high level around the falls, to be fed from other sources than the Ohio.*

"From the report of the Board of Internal Improvements of Indiana, in 1835, and other sources of information, an opinion has obtained that to avoid the great expense of cutting for a canal around the falls, to be fed from the upper pool, a canal, with very little cutting, might be made on a high level, locking from both its extremities into the Ohio, and feeding it from the interior of Indiana; that by such a project, a steamboat canal could be had around the falls, and at the same time a navigable feeder into a very fertile district of that State.

* * * * * * * *

"The same location and dimensions of works have been adopted for the canal, on a high level, as for that of route No. 1, the total length being little short of three miles. The total lockage at the upper extremity to be divided into three lifts, $11\frac{1}{3}$ feet each, and that of the lower extremity into five lifts, of $11\frac{5}{10}$ feet each. The locks at both extremities to be double chambers, 320 by 64 feet in the clear,

classes of boats, inasmuch as a much better channel would be substituted for it. It would also probably render unnecessary the making of a dam of loose stone or rip-rap across the head of the channel north of Sandy island, for the special purpose of keeping open the channel at "the rocks," as the direction and position of the new channel along the Kentucky shore would exactly coincide with the direction of the current in the channel around the head of Sandy island, whereas the narrow channel between "the rocks" and the island is several hundred feet north of that direction.

Although it is a matter to which the attention of the board has not been directed, yet it may not be out of place in this connexion to express the opinion that it would probably be found, on examination, that stone obtained from the excavation of the canal and its works might be so placed as rip-rap below Sandy island as to lessen, if not remove, the difficulty that occasionally exists there, for want of sufficient depth of water on what is called the "Albany bar." The dam across the north channel at the head of Sandy island, although not necessary with reference to the narrow channel at "the rocks," would undoubtedly be very useful in its effects upon that bar. To provide for this contingency, an item will be inserted in the estimate for the plan of improvement now under consideration.

The head walls of the lift-lock are to be raised to the level of the top of the guard-banks, to serve as piers for a draw-bridge.

The bridge, about midway of the enlarged portion of the canal, is to have two piers, besides abutments, which are to be so placed that the pass-way for boats between the piers, about eighty-five feet wide, will be in the middle of the canal, and the transverse section of waterway only diminished by that of the space occupied by the piers.

The vertical side-walls of the canal are to be founded on the surface of the rock met with in the excavation, wherever it is solid and firm; but care is to be taken in such cases that the sides of the rock-cutting underneath are blasted down, or otherwise trimmed, so as not to project more than one foot at any point into the water-way of the canal. The wall on the south side of the present canal, where the widening is altogether on the opposite side, is not to be disturbed. It is to remain as the south side-wall of the enlarged canal; but the rock beneath, projecting beyond the wall, must be removed.

The guard-gates are to be placed on the river side of the present canal, near its head, and so located that they may be built without obstructing or in any manner interfering with the use of that canal.

At the distance of two hundred and eighty yards from the guard-gates, the enlarged canal, with a part of its width, crosses to the south side of the present canal: it soon recrosses, and at a distance of about five hundred and fifty yards below, the entire widening is on the north or river side; thence to within six hundred and fifty yards of the guard-lock of the present canal, and through a distance of sixteen hundred yards, the whole of the widening continues on the north side of that canal. The enlarged and extended canal then diverges to the left, and runs to and enters the river at "the rocks at Sandy island."

The length of the enlarged and extended canal would be about two

and a quarter miles, or a little more than one-quarter of a mile longer than that of the present canal.

It will be observed that nearly all the *widening* is to be on the north side of the present canal. The reasons are: the excavation would be somewhat less on that, than on the south side; the embankment or guard-bank between the canal and river would not cost as much, made of materials obtained on that side, as it would if they were brought across the present canal, from the opposite or southern side; there is more room on the north than on the south side for disposing of the surplus materials excavated, the ground outside being on an average lower; and, besides, they would be useful in widening, and thereby greatly strengthening the guard-bank against high-water abrasions. On the north side the excavation above the level of the river-surface would be dry, and not incommoded and made more expensive by land springs and the drainage of adjacent high grounds. On the opposite side it would be in places wet, and subjected to those inconveniences; and again, if the *widening* were on the south side, the space of low ground between the canal bank and high ground in its rear would be so narrowed at points, that there would be trouble and expense in preventing the drainage and wash from the high grounds from making their way into the canal over or through its embankment.

The small extent of *widening* on the south side near the head of the present canal, which would be necessary to give the enlarged canal a proper direction into the river, suits very well in that place, as the excavation would be comparatively shallow, and could be advantageously used in filling up adjacent low grounds, and in other fillings required within a short distance, both above and below.

The lateral banks of the canal, except for a short distance below the guard-gates on the south side, are represented on the accompanying drawings as 80 feet wider on top, and with a side descent of two feet in their width from the canal outwards. As all the surplus earth-excavation is to be distributed regularly and evenly in widening those banks, their width will probably somewhat exceed 80 feet. This distribution may be readily effected, if the materials excavated and not needed near at hand should be removed, by cars running on temporary rail-tracks, to the points where it is to be taken.

The materials excavated from the *widening* on the north side should be disposed of principally in the embankment on that side of the canal, and a portion of it might be used advantageously, and without increased expense, in raising and widening the north bank of that part of the present canal which is not to be enlarged. The materials excavated from the *extension* would be placed chiefly in its lateral banks, and in widening and raising to the required height the south bank of the enlarged portion of the canal, as far at least as to the present stone bridge.

The temporary railway tracks and cars would be useful for another purpose, viz: transporting the stone excavated from the canal, and not needed in its construction, (of which there would be a large quantity) to suitable and convenient points for sale. There is at this time a great and increasing demand for stone, and at a price that would pay the cost of excavation. Large quantities of stone are, during the low-

water stages of the river, every year quarried and blasted out of the river-bed between Corn island and the head of the present canal, also along the north side of the Indiana chute and channel, both above and below the "Big Eddy," that sell for 75 cents to $1 per perch, the purchaser paying the cost of delivery.

All the surplus stone obtained in excavating the enlarged and extended canal would undoubtedly be disposed of in the course of a few years. The surplus stone left after constructing the present canal have all been disposed of.*

The embankment connecting the guard-gates with the river-shore would terminate at a point between Eighth and Ninth streets in Louisville, a short distance south of Water street. The lower or northern end of Ninth street is to be raised, so that, from its intersection with Water street, the latter would have an easy grade to the top of the above embankment. The descent of Water street from the top of the embankment on the east side is also to have an easy grade.

Near the head of the enlarged canal, on the south side, a cesspool should be made outside of its water-way, for the reception of the wash brought down by two or three of the streets of Louisville that terminate in that neighborhood.

With the embankments planned and constructed as above described, there would be no drainage that could enter the water-way of the canal on the north side, nor on the south side, except at the point just mentioned, and there the proposed cesspool would arrest the heaviest sediment, and allow none but the lightest, which could do no injury, to enter the canal.

All the *widening* on the north side, except a narrow part of it next the water-way of the present canal, that is to be left to serve as a coffer-dam while the excavation is going on; the removal of this narrow bank or coffer-dam down to low-water surface in the canal, and making it still narrower after the *widening* outside is completed; a portion of the *widening* on the south side, down to the low-water level; the whole of the channel or entrance to the enlarged canal above the guard-gates; "the 350-feet wall" below those gates; the whole of the embankment between the gates and the river-shore; all the work on and below the extension; and also, as before remarked, the guard-gate masonry, can be excavated and constructed without obstructing the navigation, or in any manner interfering with the use of the present canal.

The work that would remain to be done—and which would cause a suspension of the navigation and prevent the use of that canal during its excavation—would be simply to excavate that part of the *widening* on the south side, and of the narrow bank or coffer-dam above mentioned, below the low-water surface in the canal; to deepen the water-way of the present canal; to raise above low-water one of the piers of the bridge about midway of the canal; and to remove the coffer-dam that would be required while excavating the *extension* between it and the old canal.

* The quarrying and blasting along the Indiana chute and channel referred to have already injured the natural navigation in that channel at certain stages of water. If permitted to continue, either there or at other points, there should be authority somewhere to see that the bed of the river is not disturbed in places, and in a manner that would injuriously affect the navigation.

The execution of this latter work, not exceeding in amount one-tenth of the whole work required on the enlarged and extended canal, need not all be done before that canal is brought into use, but may be taken in hand from year to year, at such times as would occasion least inconvenience to the navigation, inasmuch as that part of the *widening* on the north side, outside of the narrow bank, left, as before mentioned, for a coffer-dam, could temporarily be made to answer for the passage of boats, even of the largest classes.

The board does not provide, in the estimate for the enlarged and extended canal, for any expenditure on the present canal below the point where the two diverge, thinking it better that it be left until future developments show whether any real advantage would attend—for many years at least—any considerable expenditure upon it for repairs and improvements beyond what is required to maintain it in its present navigable condition, and for which the revenues of the canal are amply sufficient. The portion of the present canal referred to, might be left in its present condition without any injurious consequences resulting to the enlarged and extended canal. Some work, however, would be done, of which mention has already been made, viz: raising and widening its north embankment with materials obtained in *widening* the present canal.

It is estimated that the probable cost of the enlargement and extension of the present canal would be as follows, viz:

1. Excavation in the *widening* and *extension* in the lift-lock and guard-gate pits, for the bridge and side-wall foundations in the new channels, or entrances to the canal above the guard-gates and below the lift-lock, and in the new channel along the river-shore, above the lower end of the lift-lock, including the cost of putting the said excavation in the embankments, or otherwise disposing of it, viz:

1,950,000 cubic yards of earth, at 20 cents.....	$390,000	
930,000 cubic yards of rock, at $1.....	930,000	
		$1,320,000

2. Construction of the side-walls of dry masonry along the sides of the canal, to be built of stone, the excavation of which is paid for under the item of rock-excavation in the canal, viz:

81,000 cubic yards, at $2.....	162,000

3. Construction of the masonry of the gates, mitre-sills and foundation of the lift-lock; masonry on the head-walls of the lock, to serve as piers for a draw-bridge; masonry in the culvert, and guard-wall along the river side, and in the extension wall below the lock; also a house for the lock-keeper and his assistants, and for a collector's office, including in the estimate for the masonry the probable cost of the openings or culverts in the side-walls, and their gates and fixtures, and of the masonry fenders; the masonry to be built of stone, the excavation of which is paid for under the item of rock-excavation

in the canal, excepting hollow quoins, coping, and face-work of culverts, viz:		
65,500 cubic yards of scabbled masonry, in broken courses, with rubble backing, (the faces of the lock-walls to be protected by vertical wooden fenders,) at $5 25	$343,875	
1,500 cubic yards of concrete, (the stone being paid for as canal excavation,) at $3 75	5,625	
Four sets of lock-gates and their mitre-sills, including the gate-valves and other fixtures	65,000	
For securing the bottom of the lock-chamber, and of the culvert water-way, with timber bolted to the rock, and with concrete and plank, if necessary	15,000	
House for lock-keeper	2,500	
		$432,000
4. Construction of the masonry, gates, mitre-sills, and foundation of the guard-gates, and masonry in their wing and extension walls, and in "the 350 feet" wall below them on the river side, the masonry to be built of stone paid for as canal excavation, excepting hollow quoins and coping, and its character to be the same as that of the lift-lock, and to be in like manner protected by wooden fenders, viz:		
38,000 cubic yards of scabbled masonry, in broken courses, with rubble backing, at $5	$190,000	
Two sets of guard-gates, and their mitre-sills, including the gate-valves	30,000	
For securing the space below the level of the mitre sills, between the side-walls, with timber, &c., if necessary	5,000	
		225,000
5. Construction of the masonry in the abutments of the draw-bridge at the head of the lift-lock, and in the abutments and piers of the draw-bridge about midway of the canal, superstructure of the two bridges, and house for the keeper of the latter bridge, viz:		
6,500 cubic yards of masonry of stone, paid for as canal excavation, at $4 75	$30,875	
490 lineal feet of superstructure, draws included, at $35	17,150	
House	1,000	
		49,025
6. Dam of loose stone, or rip-rap, across the head of the north channel at Sandy island, viz:		
7,000 cubic yards of stone, at $1 50		10,500
		2,198,525
Add for increased cost of certain parts of the work that may be occasioned by high water and floods, and for con-		

tingencies generally, also for land damages and superintendence, 12 per cent.....	$263,823
Total amount of the estimate.....	2,462,348

IX.—"COMPARATIVE COST, ADVANTAGES AND DISADVANTAGES, OF MAKING AN ADDITIONAL CANAL" OR IMPROVEMENT ON THE INDIANA AND KENTUCKY SIDES OF THE RIVER, RESPECTIVELY, AND OF ENLARGING AND EXTENDING THE PRESENT CANAL "SO AS TO AVOID THE ROCKS AT SANDY ISLAND;" ALSO THE OPINION OF THE BOARD AS TO WHICH OF THE THREE PLANS IS PREFERABLE.

The two plans of improvement in the river-bed, on the Indiana and Kentucky sides respectively, are in many respects similar in character. They will be compared *first*, and the preferable one selected; and then this latter will be compared *singly* with the plan of enlarging and extending the present canal.

The improvement on the Kentucky side would have the following advantages over that on the Indiana side:

1st. It would less retard the discharge of the river over the falls, and consequently not occasion as great an increase of rise at the head of the falls in high water and floods, and the danger of ice accumulating and gorging at the head of the falls would be less from it than the one on the opposite side.

The cause of the difference in the effects of the two plans of improvements in these particulars will now be shown.

The falls consist in part of what may be called the "main pitch," or chute, as it is usually termed, and in part of rapids.

On the Indiana side, the "*main pitch*" (or Indiana chute) is at or very near the crest of the falls, about opposite the head of the present canal, and *the rapids* are *below*. On the Kentucky side the reverse is the case: *the rapids*, or at least the greatest part of them, with a descent of about ten feet, are *above*, and the "main pitch" (or Kentucky and middle chutes) are *below*, and about 1¾ mile from the crest of the falls. The consequence is, that the Indiana "main pitch," and that part of the Indiana rapids running for about one and a quarter mile alongside of the Kentucky rapids, are on a lower level than the latter rapids; the difference in low water averaging as much as twelve feet. If it were not, therefore, for the narrow and low island called Goose island, that separates the Indiana chute and rapids from the Kentucky rapids, the entire river, in its lower stages, would run on the Indiana side of the river. In somewhat higher stages that island is covered, and disappears from view.

The effect of the falls on the flow of the river at that point may, in fact, be compared to that of a dam across the Ohio, from twelve to fifteen feet high in low water, starting at the head of the falls, on the Indiana side, and crossing with an inclination down stream to Goose island, a distance of one-third of a mile; thence running downward along that island, and inclining towards the Kentucky shore, a distance of one and a third mile, and thence crossing with an inclination

down stream to the Kentucky shore, in a distance of one-third of a mile; and with its down-stream or Kentucky terminus, about ten feet lower than its up-stream or Indiana end. The total length of this dam, it will be seen, would be two miles.

Now, the effect of the works of the Indiana improvement would be the same as that of a dam running, comparatively, nearly at right angles to the river, only two-thirds of a mile long, *placed one and a half mile below the head of the falls;* its Indiana half raised to the level of low-water surface at the head of the falls, and its Kentucky half having the same height as that of the corresponding part of the imaginary dam above described, viz: about ten feet lower.

The works of the Kentucky improvement, on the other hand, would have the same effect as that of an actual dam substituted for the imaginary one along Goose island, and thence to the Kentucky shore, with this difference—that it would be raised to the same height as that of the latter at its Indiana or upper end.

It will be seen from the above that the Kentucky improvement would leave wholly undisturbed the large and deep water-way along the Indiana chute and rapids, extending nearly up to the head of the falls, and which now affords an outlet for the large volumes of water entering it at the head and across Goose island, in the higher stages of the river; while the Indiana improvement would close the whole of that water-way up to the level of low water, at a point one and a half mile below the head of the falls.

The Kentucky improvement, it is true, would, at the same distance below the head of the falls, entirely close the water-way on the Kentucky side, up to the same level; but this, comparatively, would be a much less obstruction to the flow of the river in high water and floods, than to close up the Indiana channel in the manner just mentioned.

The consequences resulting from the difference in the position and arrangements of the works of the two improvements, here pointed out, would necessarily be, as previously stated, that the river would rise higher at the head of the falls in floods, with the improvement constructed on the Indiana side, than if that on the opposite side were made; and that there would be more danger of ice-dams forming in the former than in the latter case.

2d. The Kentucky improvement would suffer less from deposites than that on the Indiana side of the river. The former would be on the concave, the latter on the convex shore of the river. Hitherto, in consequence of the greater depth and lower elevation of the Indiana, as compared with the Kentucky channel, and the side currents into it, in the higher stages of the river, across Goose island, deposites have not been made in that channel, notwithstanding it is on the convex shore of the river; but with its lower end closed, as it would be by the Indiana improvement, it would be subject, in places, to heavy deposites.

3d. The Kentucky improvement would avoid the broad rocky reef below the proposed site of the lift-lock of the Indiana improvement; and although a sluice would be cut through that reef if the latter were constructed, yet, being at some distance from the lock, and in a crooked and narrow channel, with a margin that cannot at all stages of the

river be well defined, there would be more or less inconvenience attending the passage of boats through it, especially when two, moving in opposite directions, were approaching each other at that point.

On the other hand, the Kentucky improvement would have some disadvantages to which that on the Indiana side would not be subject. Being on the concave shore of the river, it would, in certain stages of the river, be more exposed to drift than the latter. Its lift-lock, moreover, would not, like that of the latter, be connected with high ground on the river-shore, that is above the highest floods. But as these disadvantages are, in comparison with the advantages above stated, inconsiderable, the board is of opinion, even keeping the difference of their relative cost out of view, that the plan of improvement on the Kentucky side of the river is decidedly preferable to that on the Indiana side. And much more is it so when their relative cost is considered; for it has been shown that the Indiana improvement would cost more than the Kentucky improvement by the sum of about four hundred thousand dollars, ($400,000)—the probable cost of the former being estimated at the sum of one million five hundred and fifteen thousand seven hundred and eighty-one dollars, ($1,515,781,) and that of the latter at the sum of one million one hundred and one thousand four hundred and fifty, ($1,101,450.)

It should be remarked, in regard to these estimates, that a larger contingent allowance was necessarily made in the estimate for the Indiana improvement than in that for the Kentucky side; inasmuch as certain parts of the former—for instance, the dam across the Indiana channel, which would be in very deep and rapid water, and the excavation in the river-bed through the crest of the falls—would be very considerably more exposed to casualties, from high water and floods, than any of the works of the latter.

The question being now narrowed down to a comparison of the plan of improvement in the river-bed on the Kentucky side, and that of an enlargement and extension of the present canal, the relative cost, advantages and disadvantages, of these two plans will now be considered.

The same course will be pursued in this comparison as in that just made. The relative *advantages* and *disadvantages* of the two plans will first be considered, and the preferable one, *irrespective of cost*, selected. The relative cost of the two will then be introduced, as an additional element for further comparison, and an opinion given as to which of the two is preferable, in view of relative *cost* as well as *advantages* and *disadvantages*.

The plan of enlargement and extension of the present canal, described in this respect, would, it is believed, afford all the advantages to commerce and navigation, practicable by means of any improvement for passing the falls, that could be devised, and subject to no disadvantages that would be obviated by any other plan that would be adopted.

1st. It would overcome not only the entire falls, but also the whole of the rapids below them, entering at its upper end the deep water *above* the head of the falls, and at its lower end connecting with the deep water *below* the falls, at a point which is also below all the rocky reefs and ledges on the Kentucky side of the river, at or within many

miles of the falls, and would consequently "avoid the rocks at Sandy island," mentioned in the act under which this board was appointed.

2d. It would be the shortest of all the plans of improvement that have at any time been projected for passing the entire falls and rapids below. Its length, in fact, would be only 150 yards greater than that of a straight line drawn between the deep water above and that below the falls, at the point where they approach nearest to each other.

3d. Its line of direction would be, for all practical purposes, almost the same as if it were straight from end to end, for it would consist of only three straight lines, and two curves of two thousand (2,000) feet radius. The upper straight line would, moreover, be coincident with the direction of the river channel above the falls, and the lower with that of the river channel below. The advantages here pointed out, as regards the favorable direction of the centre line of the enlarged and extended canal, and its upper and lower connexions with the river, in addition to the ample depth and width proposed to be given to its water-way, which would be, on the sides, well defined and marked by vertical walls rising five feet above its high-water surface, would enable boats of the largest class to pass the falls as readily and safely in the darkest nights as by day; and, except at the lift-lock and bridge midway of the canal, passing each other at any point, and running at a speed very nearly as great as in the open river. Its capacity, therefore, as regards the number of boats that could be passed in a given time, would be the greatest practicable upon a canal with a single lock.

4th. Its depth, at all stages of the river in which it would be used, would be sufficient to pass any boats that the bars in the river would permit to reach it, and without rubbing or touching the bottom; and if the *low-water* navigation of the Ohio should at any time hereafter be improved so as to allow boats drawing even six feet to run on the river, the canal would have ample depth to pass them, and this would have been accomplished without adding to its cost; for the depth it would have, to pass boats in certain of the higher stages of the river, would give, as has been shown, an excess of depth in low-water, with the river in its present condition, equal to the additional draught of boats that such an improvement in the river navigation in that stage would permit.

5th. Drift, and all such heavy deposites as are at times made in the present canal, would be excluded in all stages of the river, even if floods one foot higher than any of which there is knowledge should occur; and no deposites would be brought into it, in heavy rains, from adjacent high grounds. It would only be subject, like all canals, when in use, to having a light sediment left in it; and for the ready removal of this, by washing it out, provision is made as before stated and explained.

6th. It would be as little liable to inconvenience from deposites and drift left by high water in the river outside of its upper and lower termini as canals usually are, at their points of connexion with rivers. There are hundreds of guard-locks and outlet locks in the United States, and nearly all are occasionally subject to temporary inconveniences of the kind here referred to. It is very seldom any can be so located and planned as to be entirely exempt from them.

The position and form of the river channel above the guard-gates, viz: along the concave shore of the river, and its width contracting as it approaches the gates, could not be better for preventing deposites in it; and as the upper face of the masonry of the pier-heads of the gates, and of a wing running from the southern pier-head towards the shore, would incline down stream in crossing the channel, as before explained, full advantage would be taken of the form and position of the channel above mentioned, and the river current sweeping through it in high water would pass by the head of the guard-gates, leaving little or no deposite except between their pier-heads; and that being comparatively small in quantity, could easily be got rid of by washing it into and through the canal by the head of water and strong current that could be brought to bear and act upon it, by means of the guard-gates and the descent in the bottom of the canal.

And for the removal of the deposites that would no doubt be left by floods in the channel at and below the lift-lock, and perhaps to some extent, also, in the lower part of the lock-chamber from the backing of the river into the canal, no better means could be desired than would be furnished by a lock constructed on the plan proposed in this report. The large body of water that could be passed under a strong head through the culverts, or openings in the side-walls of the lock, and "the 100 feet" extension wall on the south side of the channel below the lock, would have a force that would soon remove any deposites that could ever be made in or at the foot of the lock.

7th. It would not in the slightest degree, in any stage of the river, obstruct or interfere with the flow of water over the falls, nor with the natural navigation of the river at that point, for a dam either wholly or partially across the river at the falls is not contemplated; for the reason, it may be well to remark here, (it not having been given before, although it might be inferred from what has previously been stated,) that the effect of a dam at the *head of the falls*, raising the river only one or two feet in low water, which is as high as would be admissible, would scarcely be perceptible in those higher stages of water in which the deficiency in the depth of the present canal is comparatively the greatest. On the other hand, as regards the river navigation, it would be benefited at one point below the falls, viz: over the "Albany bar," as the new and wide channels that would be made through "the rocks at Sandy island," below and alongside of the lift-lock, by giving a better direction to the low-water current south of Sandy island in connexion with the dam* across the head of the channel north of that island, and the rubble dike proposed to be made below the foot of the island, would materially increase the depth on that bar in low water.

8th. It turns the present canal to account, and does not, as would be the case if an additional canal or improvement elsewhere were made, require its abandonment, or otherwise, that the expense should be incurred of keeping up two improvements.

* It was omitted to be stated, when describing the dam of loose stone, or rip-rap, proposed to be placed across the head of the channel north of Sandy island, that an opening of proper width and depth would be left in it, for the passage of boats in those stages in which that channel is used by them when passing the falls in the river-bed.

9th. It would admit, if there should be occasion at any future time, of its capacity being enlarged, and without obstructing its navigation while such enlargement was in progress.

The present locks, for instance, could be put in good condition for passing the smaller class of boats, or could be made of larger size if preferred; and if that would not suffice, there is room for as many additional locks, on lines diverging to the right from the *extension*, and entering the river between the present locks and the lift-lock of the enlarged and extended canal, as could ever by possibility be required. The new channel or channels through "the rocks at Sandy island" would afford all needful accommodation to boats entering and leaving the present, or any such additional locks, and the waterway of the canal would be ample without enlargement for supplying them with the water required for lockage.

10th. As it would have but a single lift-lock, and that filled through culverts or openings distributed along one of its side-walls, and emptied, in like manner, through the opposite wall with a chamber admitting of a reduction of its total length to suit boats of smaller classes, the time required for lockage would be reduced to a minimum, and consequently the *capacity* of the canal thereby increased.*

11th. Its lock, 80 by 420 feet in the chambers, would pass boats somewhat larger than any now running on the western waters. It can hardly be supposed that the above dimensions will ever be found insufficient. If, however, for any reason that cannot now be imagined, a greater length of chamber should be desirable, the side-walls

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* Some may think that the lift, viz: about 26 feet in low, and 4½ to 5½ feet in high water, and averaging probably about 16 feet during the whole time the lock would be in use, would be too great. Such persons may not be aware that locks of even greater lift although of less size, have been for years in successful use.

The upper section of the Lehigh navigation has 29 locks, with chambers 20 by 100 feet in the clear, that have an aggregate lift of 599 5-6 feet, or an average lift per lock of 20.68 feet. Of these locks there are four that have a lift of 21 feet each; three that have a lift of 22 feet each; one that has a lift of 23 feet; four that have a lift of 25 feet each; one that has a lift of 25½ feet; one that has a lift of 28 feet; one that has a lift of 30 feet. The canal is five feet deep.

A report of the Lehigh Navigation Company, made in 1839, says: "The 30 feet lift-lock is filled up or emptied in two minutes and a half." It is then shown that "each boat making a trip up and down" saves, from the adoption of "the *high* lifts instead of the *common* lifts," "10¾ hours;" and that, supposing the canal worked up to its capacity, the consequent "saving to the public per annum would be $80,000."

The adoption of the small lifts of 8 to 10 feet that locks on canals usually have, is generally from necessity rather than choice; for it rarely happens that lifts much greater would suit the ground within the limits that must be occupied, or that enough water can be commanded for their supply. Or it may be thought that the great size of the gates consequent on the high lift and great width of lock-chamber would be objectionable. Supposing that such an objection might be raised, the board has given much consideration to the subject, and is satisfied that *wooden* gates of the size that would be required may be constructed on a plan entirely different from that usually adopted for gates of large dimensions, that would be comparatively light and cheap, and could be easily managed. Improvements have already been made in the hanging of large gates, in consequence of which they may be turned with much less power than was formerly necessary. It would have occasioned too much delay to have arranged the details of the plan above alluded to, and prepared drawings of them to accompany this report. It should be remarked, however, that the timber of which the gates would be made, on account of the great cost of such gates, should be *prepared* in the manner best calculated to promote its durability.

the lock could easily be extended downward, and an additional set lower gates put in.

12th. The upper part of the triangular space between the *extension* d the portion of the present canal below the point at which the mer diverges from the latter, could advantageously be appropriated sites for dry-docks, for the largest class of boats, whenever one or ore such docks should be required. The guard-gates at the head of e canal would add much to their security against the river. The lvert of the present dock could be used for draining them.

13th. It would in no degree injuriously affect the present business angements of any city or town at or in the neighborhood of the ls. Boats approaching and leaving it would, as they now do, pass ectly in front of Jeffersonville, Louisville, Shippingport, Portland, d New Albany.

The advantages and disadvantages of the improvement in the er-bed on the Kentucky side will now be shown, and in the order served in stating and describing those of the enlarged and extended nal.

1st. It would not overcome the entire falls and rapids below, inasich as its lower terminus, half a mile *above* the locks of the present nal, would be at a point below which for one mile there is a dent in the low-water surface of the river of 4½ feet.

2d. The distance from the deep water above the falls to the deep ter below "the rocks at Sandy island" is half a mile greater than the line of the enlarged and extended canal.

3d. The direction and position of its channel throughout would not favorable for the ready and safe passage of boats at all times, and night as well as by day.

The sides of the 200 feet wide rock-cut through the crest of the ls at the head of the slack-water would be hid from view, except in v water. Below this the channel would run parallel with and at great distance from the wall or dam along Goose island, over ich, in certain stages of the river, there would be several feet in pth of water drawing off with a strong side-current into the Inna channel, and at the same stages there would be along the ver portion of the slack-water a rapid current parallel with the dition of the lift-lock, pressing onward to and over the dam between at lock and Rock island. And below the lift-lock, the channel beeen "the rocks" and Sandy island would have to be passed ough in the lower stages of the river, somewhat improved, it is ie, compared with what it now is, but still crooked and outside of e general range of the current south of Sandy island. Such being e character of the channel of this improvement, boats would in gh winds and dark nights lie by for safety; or if not, some of them uld occasionally be wrecked or seriously injured by being drawn on or against the dams, or striking the rocky sides of the cut at the ad of the falls, or the projecting points of the "rocks" at Sandy and; and as the disposition in such cases is probably more general risk danger than err on the side of safety, it may be assumed that rious damage of the kind referred to would now and then occur.

4th. Its depth, if kept clear of the deposites hereinafter men-

tioned, would be equally as favorable as that of the enlarged and extended canal; but as there is reason to apprehend that deposites extending over a considerable surface could not, or at least would not, always be promptly removed, there would probably be at times a temporary diminution of depth in parts of the slack-water, that would require boats in some stages of the river to draw less than usual in those stages.

5th and 6th. In high water and floods, drift would be left in certain parts of the slack-water above the lift-lock, and deposites made in other parts. For instance, in certain stages of the river, large quantities of drift would be brought into the upper part of the channel, near the head of the falls, and there left for want of sufficient depth in those stages to carry it readily through the slack-water, and over its dams; and deposites in all high stages of the river would be left at the head of the lift-lock, and thence up to a point about 350 yards above, where the Kentucky shore, from being concave, as it is at Louisville, and for some distance down, becomes slightly convex: and in extreme high water these deposites would no doubt be heavier than in floods of less elevation, for the reason that the lift-lock would not connect with ground sufficiently high to prevent a portion of the flood waters from crossing entirely the line of the improvement, and running around on the land side of that lock, and re-entering the river channel below.

Deposites are, in fact, now made at the place in question, as may be witnessed in the shallow head-race of the Tarascon Mills, that requires cleaning out from time to time; but with the lock and its works projecting into the river, and the dam across to Rock island constructed, the space covered by these deposites would be widened and extended, and they would become much heavier than they now are. These deposites could only be removed by dredging, for the water in the channel above the lift-lock would not be under control, and could not be used for washing them out, as in the case of a canal with head-gates, and a sufficient descent in its bottom to effect that object.

The bar across the head of the channel south of Sandy island, which would be a short distance below the lift-lock, would, it is believed, occasion some inconvenience to the navigation, notwithstanding the beneficial action of the dam across the head of the channel north of Sandy island in causing its early removal; and the crooked and narrow channel between "the rocks" and Sandy island would also, it is thought, cause some obstruction to the navigation at that point, in low water, although less than it would if the dam above mentioned were not constructed.

The deposites that would be made in and at the foot of the lift-lock may be removed in the same manner as proposed in the case of the lift-lock on the canal.

7th. It would in some degree, as before intimated, obstruct the flow of the river over the falls in high water and floods, and occasion a rise somewhat greater than would otherwise take place at the head of the falls; and there would be at times, in consequence of the long

am on Goose island, and that across to the Kentucky shore below, ›me danger of ice-dams forming on the crest of the falls.

Its effect upon the natural navigation of the river would be as fol-›ws:

The low-water descending navigation in the Indiana channel would, ›r reasons given, be somewhat benefited. The ascending and de-cending navigation in the Kentucky and middle channels would, in he earliest stages in which these channels are now used, be entirely topped, and, instead, the Indiana channel would have to be used. low, in some of these stages, this latter channel would be somewhat angerous for ascending boats of a certain class. In the highest stages f water, the middle as well as the Indiana channel could be used.

This plan of improvement, like that of the enlarged canal, would ıcidentally benefit the low-water navigation over the "Albany bar" y means of the dam across the head of the channel north of Sandy ıland, but not, it is believed, to the same extent as the latter im-rovement, for want of a new channel through "the rocks" that would ive a proper direction to the water thrown into the channel south of andy island by the above-mentioned dam.

8th. It would render necessary the abandonment of the present ınal, or else be chargeable with the expense of keeping up two im-rovements.

9th. It would not admit as readily of an enlargement of its *capa-ity* as the enlarged canal.

10th and 11th. Its lock would have about four feet less lift, in low ater, than that on the canal. In the higher stages the lift of the two ould be about the same. On the other hand, it would have some ıconveniences and disadvantages that the canal lock would not have, rising from its leaving *two* high guard-walls along its whole length, nd from the inability to draw off the slack-water channel above the ›ck when its head, or its side in which the culverts or openings are ›r filling the chamber, might need repairs.

12th. It would not, like the enlarged canal, afford secure sites for ocks.

13th. The effect of the two improvements upon the present business rrangements of the towns and cities at or near the falls would be like—neither would injuriously affect any one of these places.

In view of the relative advantages and disadvantages above stated nd described, and irrespective of relative cost, the board is decidedly f opinion that the enlargement and extension of the present canal ould be far preferable to the slack-water improvement on the Ken-ıcky side of the river.

The relative cost of the two works will now be introduced as an ad-itional element of comparison.

The probable cost of the enlarged and extended canal is estimated ›y the board at the sum of two million four hundred and sixty-two housand three hundred and forty-eight dollars ($2,462,348;) that of he improvement in the river-bed at the sum of one million one hun-red and one thousand four hundred and fifty dollars ($1,101,450)—ıaking a difference of one million three hundred and sixty thousand

eight hundred and ninety-eight dollars ($1,360,898) in the probable cost of the two works.

Now this difference of probable cost would be considerably reduced if the river improvement should be made, and the present canal continue in use; for the cost of keeping it up, viz: about twenty-two thousand dollars per annum, would be a charge against that improvement, and should be represented in its estimate of probable cost by an equivalent capital; and also the greater cost of keeping up the Kentucky improvement as compared with that of the enlarged canal, arising from the great cost attendant upon the removal of its deposites and drift, should also in like manner be represented in that estimate by an equivalent capital. But the board prefer leaving all such reductions out of consideration, being of opinion that, notwithstanding the difference in the probable cost of the two improvements above shown, the canal enlargement and extension should be adopted in preference to the river improvement, and for the following reasons:

The rapidly increasing commerce of that portion of the West interested in the navigation of the Ohio has already an extent and importance that demands, and would justify, the construction of the most perfect plan of improvement for passing the falls that can be devised, provided it could be built at a cost not manifestly and obviously disproportionate to the ends to be accomplished.

That the estimated cost of the proposed enlargement and extension is not disproportionate to those ends, is made apparent, the board thinks, in the following statement relative to the costs, revenues, and *capacity* of the present canal.

The Louisville and Portland canal was completed and brought into use twenty-two years ago. Its cost, including certain subsequent improvements, in round numbers, was one million of dollars ($1,000,000.) Its *net* revenues in the twenty-two years it has been in use have amounted to the sum of $2,000,000, (about;) which is an interest on its cost, from the day of its completion to the 1st of January, 1853, of rather more than nine per cent. per annum, and would be equivalent to an interest, at six per cent. per annum, on upwards of $1,500,000.

Now, it must be borne in mind that, at the present time, $\frac{43}{100}$ of the steamboat tonnage on the western rivers cannot pass through this canal; and that for this and other reasons, growing out of its imperfect plan and insufficient dimensions, there is much tonnage that does not pass through it, but is forced, instead, to pass the falls in the river-bed at such times as the natural navigation at that point permits. The *capacity* of the present canal, it should also be recollected, is only sufficient to pass *one-eighth* of the tonnage, in a given time, that could go through the enlarged and extended canal.*

If the construction of a canal like the present, that in twenty-two years after its completion is found to be insufficient in its dimensions and plan to pass $\frac{43}{100}$ of the present steamboat tonnage of the western

* The board has not thought it necessary to state and explain the arrangement made several years ago between the United States and the Louisville and Portland Canal Company, in relation to the present canal. Suffice it to say that, under that arrangement, the United States will, in about two years from this time, become the sole owners of the canal.

waters, was justifiable at the time it was undertaken, at a cost of $1,000,000, (as results have so clearly shown that it was,) surely an expenditure at this day of a sum only two and a half times as great would be expedient for a work that would pass boats even larger than any now running on the western waters, have a *capacity* for tonnage equal to that of eight such canals as the present, and admit of this *capacity* being doubled or trebled at any future time, at a cost in the former case no greater than that of one, or in the latter of two additional lift-locks, that could be constructed without causing obstruction for any length of time to the navigation. Believing, then, that the objects to be accomplished by a properly planned improvement at the falls would justify as great an expenditure for its construction as $2,500,000, and being satisfied, for reasons that have been given, that the enlarged and extended canal would *be safe for navigation* at all times when required for use, and that the improvement in the river-bed on the Kentucky side would not; that it would be less subject to interruption from deposites and drift left by high water and floods than the latter improvement, and would, moreover, afford all the advantages to navigation that could be obtained from any improvement for passing the falls that could be planned, and subject to no disadvantages that could be obviated by any other mode of improvement—the board unhesitatingly recommend that plan of improvement, viz: enlarging and extending the present canal "*so as to avoid the rocks at Sandy island*," notwithstanding its greater cost, as not only preferable to an improvement in the river-bed on the Kentucky side, but also to all others referred to or described in this report.

In conclusion, the board would state that its attention has been mainly directed to the general plan and approximate location of the several plans of improvement for passing the falls described in this report. Further examinations and more minute surveys would be necessary to ascertain the precise location at all points that either of these plans and its works should have, in order to secure the greatest economy in construction, and at the same time place them respectively on ground and in a position that would enable them, in the best and most effectual manner, to answer the purposes intended.

The board has relied for information, in regard to the depths of the several channels and general features of the river-bed at the falls, chiefly upon the surveys of the falls made prior to 1852, under the direction of Lieut. Col. S. H. Long, by Lieut. James W. Abert and others.

It is also indebted to Lieutenants Abert and Warren, of the topographical engineers, and Messrs. C. A. Fuller and George Fuller, civil engineers, for additional surveys made under its direction.

To these gentlemen the board desires to make its acknowledgment for the very efficient services rendered by them.

The following maps and drawings accompany this report:

No. 1. General map of the falls of the Ohio river, exhibiting the position of the three modes of improvement described by the board.

No. 2. Map of the Indiana side of the falls, showing the position of the work in the bed of the river proposed there, with profiles, and an enlarged plan of the lift-lock.

No. 3. Map of the Kentucky side of the falls, showing the position of the work in the bed of the river proposed there, with a profile. (Lock same as that in No. 2.)

No. 4. Map of the present canal, showing the proposed enlargement and extension.

No. 5. Enlarged plan of the lift-lock at the terminus of the extension, with cross-sections.

No. 6. Enlarged plan of the guard-gates at the head of the enlarged and extended canal, and of the draw-bridge across the canal, instead of the present stone bridge on arches.

Respectfully submitted:

WM. TURNBULL,
Major Topographical Engineers, Brevet Col.
CHARLES B. FISK,
Civil Engineer.

Exceptions to sundry items of the foregoing report.

As the senior member of the board, I desire it to be distinctly understood, that in affixing my signature to the foregoing report, and thereby signifying my approval of the views and conclusions therein set forth, I do so with certain reservations and qualifications, in so far as relates to sundry particulars hereinafter explained.

More than thirty-six years of personal acquaintance with the western rivers has no doubt produced in my mind many hypothetical views with respect to the character of the works designed for improving the navigation of those rivers, some of which views, and especially those relating to the improvement of the "falls," have ripened into settled convictions, having a direct bearing upon the matters discussed in the report, in regard to which I entertain opinions somewhat at variance with those entertained by my colleagues in several respects, and in relation to which my objections will be briefly presented under their appropriate heads, and in the following order:

ENLARGEMENT AND EXTENSION CANAL.

1st. "The rocks at Sandy island" ought not to be regarded as the foot of the falls, for it is in evidence before the board that this island has been formed almost entirely within the last half-century, and that prior to its formation the channel between "the rocks" and the rocky bar spreading across the channel on the northerly side of the island was then sufficiently broad, deep, and direct, in low water, to admit the free passage of any boat, or other craft, that could navigate the river in that stage, either above or below the falls. Hence it is obvious that the entire island is composed of earthy materials, and may be removed, in whole or in part, with facility, and the channel thereby restored to its former navigable condition. This may, undoubtedly, be effected to the full extent desired, by the proposed dam across the Indiana channel, opposite to the head of Sandy island, and is to be regarded as one of the beneficial results expected to be brought about by that structure.

Between "the rocks" and the foot of the falls proper, viz: at Rock island, the distance is about three-fourths of a mile. The channel through this distance, in ordinary cases, is sufficiently broad and deep for free and easy navigation, and the current through it comparatively moderate, not exceeding three miles per hour.

2d. The proposed enlargement and extension canal has a bottom-width greater by 40 or 50 feet than the exigencies of the case demand. A width of 150 or 160 feet—the latter being double the width of the water-way in the lock-chambers—would admit boats to pass each other with due facility.

My objection to this dimension of the canal arises not only from the increased cost of its construction, but from the greater magnitude and capacity of the space afforded for the reception of mud and other deposites, and the greater trouble and expense of removing the latter, either by dredging or washing, likely to result from the adoption of the width proposed in the report, viz: 200 feet.

3d. The position of the proposed guard-gate, with its piers, &c., at the head of the canal, is too far from the Kentucky shore by about *one hundred and fifty feet* on its south side, and by about *two hundred and fifty feet* on its north side; moreover, it is farther up stream by three or four hundred feet than I think advisable and proper. The piers in this position would unavoidably be exposed to the impacts of heavy masses of floating materials, which often descend through the Kentucky channel, and pass over the position in question with a force that would be likely to endanger the stability of the pier-walls, stave in the guard-gates, and clog the head of the canal with drift and sedimentary depositions. In the event that either or both sets of gates should be demolished in this way, the flood would sweep with violence through the prism of the canal, in its whole length, injuriously affecting some of its works, destroying others, and loading the whole with mud and silt.

The position selected is, moreover, objectionable on another account. The great volume of water that flows through the channel between the Louisville shore and Corn island in high-water stages, being partially obstructed by the guard-gates and pier-heads, must void itself through a reduced channel and with an accelerated current; and, in consequence, boats and other craft entering the canal from above will be exposed to the risk and danger of being forced by the current into the channel between the lock and the island, and dashed against the rocks below.

4th. Wherever the position of the guard-gates may be, the proposed manner, or rather magnitude, of their arrangements and construction, is objectionable, in my opinion. Instead of a double set of guard-gates, covering two entrances, I would recommend a single set, with one entrance only, at the head of the canal; and unhesitatingly advise that the latter be located in a position somewhat below the head of the existing canal, and contiguous, or nearly so, to the Kentucky shore. In order to admit the supplies of water necessary to the washing out of the canal, &c., as contemplated in the report, these gate-ways should be furnished with the requisite wickets, corresponding in

number and size to the wickets through which the lift-lock at the lower end of the canal is to be filled.

A single set of guard-gates, together with the declivity proposed for the canal from its head downward to the lift-lock, is amply sufficient, in my opinion, for the reception and conveyance of all the water required, both for lockage and for washing out the canal.

5th. It may be urged in reference to the position of my choice, as above, that the construction of pier-walls, guard-gates, and other works in connexion therewith, would be more likely to interrupt the navigation of the existing canal than the contemplated constructions at and in connexion with the locality preferred by the board. In reply to this argument, I would briefly observe that the guard-wall and pier-head on the north side of the canal may, for the most part, be founded on a rocky bed, nearly or quite coincident with the surface of extreme low water; that those on the south side may also be founded on rock, by sinking a surrounding coffer-dam to a probable depth, not exceeding fifteen feet; and that a foundation for the mitre-sills of the gates may be formed between these walls, when built, by means of crib-work properly bonded, combined, and loaded with stone; all of which may be done with occasional interruptions to the navigation of comparatively short duration. Moreover, the process of enlarging the canal may be commenced at the site of the guard-gates, and at various points below, and carried forward on the north side of the present canal, in the manner contemplated in the report, till it reaches the point from which the entire enlargement is to be carried downward on that side, to the place where the divergence for the extension canal is to be made, agreeably to the report.

Hence it is apparent, in my view, that the interruptions to the navigation of the present canal, at and near its head, cannot be regarded as greater, but, on the contrary, as very considerably less, on the plan I have ventured to suggest, as above, than on that recommended by the board.

6th. The proposed lock-walls, embankments, and other works connected therewith, are considerably higher than the circumstances of the case require. Instead of five feet above the surface of the highest known flood, I would recommend three feet as the elevation proper to be maintained above that surface.

7th. The interruptions to navigation in the canal, generally, during the progress of its enlargement, will, in my opinion, be far more serious and protracted than my colleagues seem to admit. To say nothing of the numerous hindrances that must unavoidably be occasioned by the operations required in deepening the canal, the three transits of the enlarged across the bed of the old canal—viz: two crossings near its head, and one at the place of divergence of the extension from the old canal—will undoubtedly obstruct the navigation of the latter, during periods more or less protracted, and be productive of serious injury to river commerce. The execution of the work, especially at the points just mentioned, must occasion an entire suspension of canal navigation for many days, perhaps weeks, in succession.

On such occasions the progress of the work will be greatly retarded, not only by numerous impediments obviously in the way of its prose-

cution, but by the frequent swells and freshets common to the river during the greater portion (probably three-fourths) of every year; all contributing to delay the work and enhance its cost.

8th. The southerly as well as the northerly side of the lift-lock at the lower end of the extension canal should be furnished with pier-heads and parapet-walls, rising three feet above the surface of the highest known flood, in order to prevent the turbid waters of high freshets from overwhelming the lock-chamber and depositing its mud, &c., within it. This lock should also be furnished with guard-gates, similar to those contemplated for the locks of the lock and dam improvements within the river channels.

These modifications are rendered expedient, if not necessary, in order to secure the lock against inundations from the river in very high stages, and to maintain an entire control over the lock and its immediate appendages in all stages. The propriety of these modifications will be the more apparent, in view of the fact that the broad and extensive space situated between the northerly bank of the canal and the face of the hill-slopes in its rear, embracing an area of three or four hundred acres, must be inundated by back-water from the river at the foot of the falls, the principal part of which, with all its suspended sedimentary matter, must pass over or through the lock-chamber, and on the subsidence of the flood must re-enter the river again through the same pass, unless the modifications in question are introduced.

9th. The line of the projected canal divides between the town of Shippingport, on one side, and Louisville and Portland on the other. Two draw-bridges, viz: one situated about half a mile below the head of the canal, and the other more than a mile and a half below, and near the site of the lift-lock, are proposed for the accommodation of travel and transportation, not only of the increasing population of these towns, but of a vast amount of land conveyance between Shippingport and Louisville, during low stages of the river. It is true that the present canal has the same number of bridges, although additional bridges are already needed: more than double the number will no doubt be required in the course of a few years, in order to answer the exigencies of travel and trade. The cost of these bridges, together with the accommodations for bridge tenders, will require heavy expenditures; in addition to which, at least two if not four tenders at each bridge, at one dollar per day for each tender, will be likely to entail a heavy annual outlay for maintaining and working the bridges and their draws. The effect of these bridges upon transits, both by land and water, must undoubtedly be attended by great inconvenience and interruption to both. These hindrances will be increased and multiplied as the population becomes more numerous, and the points of transit across the canal more frequent.

SLACK-WATER AND SLUICE NAVIGATION ON THE INDIANA SIDE OF THE RIVER.

10th. With respect to this projected improvement, I have but two objections to urge; the first of which relates to the height of the lock-walls, and other works connected therewith, the elevation of which

should be less by two feet than that proposed in the report, viz: three instead of five feet above the surface of the highest known flood.

My second objection has reference to one or more sluice-gates through the dam across the Indiana channel, at or near the level of low-water surface, which I regard as expedient, if not necessary, for the following reason: vast quantities of mud and drift will undoubtedly be deposited in the deep, broad, and capacious pool that will be formed above the dam, in the event of this improvement being carried into effect, and will be likely, sooner or later, to occasion serious obstructions to navigation above the lock. In order to obviate inconveniences of this sort, the process of dredging must be resorted to, when perhaps there may be no convenient place found for the reception of the dredged materials. Hence one or more sluice-gates and gate-ways through the dam, of suitable size and construction, and near the surface of low-water, may be found convenient, if not essential, in affording places for the deposition and transposition of the dredged materials from the upper to the lower side of the dam.

I would accordingly recommend the introduction of sluice-gates in the dam, not only for the purpose above mentioned, but also to facilitate, in some degree, the drainage of the pool, in case such an operation should ever be found necessary.

SLACK-WATER AND SLUICE NAVIGATION ON THE KENTUCKY SIDE OF THE RIVER.

11th. My objections under this head, in so far as they relate to the Kentucky and Middle channels, and the works contemplated thereat, are similar to those presented under the preceding head. The pool above the dam, however, is far less capacious, and the current likely to sweep through it, on the completion of the contemplated works, far more powerful than those expected to take place in the pool above the Indiana dam, and of course less trouble is to be apprehended in keeping the pool first mentioned clear of sedimentary and other deposites.

12th. The board have omitted to notice with any considerable emphasis a very important feature connected with this improvement. The subject alluded to is the sluice leading downward along the Kentucky shore, and uniting with the middle channel two or three hundred yards below Corn island. This sluice will contribute greatly to the enlargement of the water-volume that flows between the island and the Kentucky shore, and give to the current, and the drift conveyed by it, a direction towards the middle chute near the foot of the falls, whereby the proposed lift-lock near the Tarascon Mills, and the works connected with it, will be sufficiently protected against the impacts of heavy floating bodies. Moreover, the volume thus augmented, after having swept through the Louisville basin and conveyed thence any sedimentary deposites that may have lodged therein, will be likely to transport the same, together with similar materials deposited in the channel below, in the direction before mentioned.

It should, moreover, be remarked in reference to this and the preceding heads, that no draw-bridges or other structures, of a character to interrupt navigation, are now contemplated, or likely ever to be re-

quired, in connexion with either of the locks, or other works connected with them.

On a comparison of these two methods of improvements with each other, the board have awarded a preference to that on the Kentucky shore. A sense of propriety, as well as of duty, constrains me to concur with my colleagues in this preference; yet I have felt it incumbent on me to present certain views and exceptions, as already exhibited, in relation to both.

The objections and their reasons, as discussed in the foregoing brief commentary, have reference to the leading questions of disagreement between the majority of the board and myself with respect to the position, arrangements, and construction of the various works embraced by each of the methods of improvement. There are sundry particulars of far less importance, and of no considerable moment, in relation to which there is an honest difference of opinion between me and my colleagues, but they have very little bearing upon the main question before us, and need not be discussed on this occasion; accordingly, I shall now proceed to the consideration of this question, viz:

THE SELECTION OF THE BEST METHOD OF IMPROVEMENT.

13th. Although the projected improvement on the Kentucky side of the river possesses, in my view, properties and features that raise it to the first rank, in comparison with the several methods of improvement contemplated in the report, "irrespective of cost," and place it beyond all competition with the other methods proposed and described therein; yet it is susceptible of certain modifications, which are of a character to give it a claim to still higher consideration, while at the same time the cost of these modifications, added to the estimated cost of the proposed lock, dam, and sluice, would not raise the cost of the whole above that estimated for the "enlargement and extension canal," preferred by my colleagues.

The modifications alluded to are of the following character and import, viz: a wall of substantial masonry rising from the rocky bed of the river to an elevation of three feet above the surface of the highest known flood, and extending downward along the northerly side of the sluice before mentioned, from its head to its foot, in nearly a straight direction, and thence by an alternation of gentle curves and right lines, and near the Kentucky shore, to the site of the projected lock and dam at the Tarascon Mills. The length of the wall will be about 3,300 yards, its average thickness 15 feet, its average height about 45 feet, its contents 227,500 cubic yards; and its cost, at $5 per cubic yard, which is believed to be amply sufficient for such a structure, including sluice-gates, coping, &c., the materials being near at hand, will be $1,237,500. This cost, added to that of the contemplated improvement on the Kentucky side of the river, as estimated in the report, viz: $917,875, will give for the cost of the suggested improvement, including the wall, $2,155,375. On the adoption of this method of improvement, the dam from the lock to Rock island, and thence to Goose island, also the Goose-island wall, from the dam last mentioned upward to the crest of the falls, the cost of which is estimated at

$153,500, will of course be altogether dispensed with. If we deduct this cost from that of the lock, dam, and walls, as above, we shall have remaining, as the cost of the lock, sluice, and wall, $2,001,875. To this amount should be added the probable cost of a single set of guard-gates, with two pier-walls, and other works in connexion therewith, viz: $128,500, in accordance with the estimate in the report for two instead of one set of guard-gates; and we shall have for the aggregate cost of an improvement of this sort, $2,130,375.

The aggregate cost of the enlargement and extension canal, exclusive of any allowances for contingencies, right of way, &c., is, by the report, $2,198,525, which exceeds the probable cost of a walled canal along the Kentucky shore of the river, including all its parts and appendages, by $68,150—no allowance being made on account of contingencies, in either case. The difference in the actual cost of the two canals, compared as above, and covering all contingencies, will no doubt amount to more than one hundred thousand dollars in favor of the walled canal, leading along the Kentucky shore, in any fair view that can be taken of the whole subject; while, at the same time, the length of this canal will be less, by more than a quarter of a mile, than that of the enlargement and extension canal; the facilities of navigating the former will be equally as great, in all respects, and probably much greater than those of navigating the latter. No draw-bridges, or other structures of a character to interfere with the navigation of the walled canal, are likely ever to be required, while such obstructions may be required and multiplied to an indefinite extent along the line of the enlargement and extension canal, and, in process of time, become serious impediments to its navigation. Moreover, the dredging required to cleanse the former canal of its mud and other deposites may readily be effected through sluice-gates, placed in the wall at any convenient distances asunder, while the enlargement and extension canal will admit of no equal helps and facilities for keeping it cleansed.

14th. I trust that enough has been advanced to show that a "canal around the falls" can be located and constructed on the proposed route of the walled canal, which will be shorter by more than a quarter of a mile, more economical by a very considerable sum, with greater advantages and fewer disadvantages, and more favorable in all respects, than a canal on the route proposed for the enlargement and extension canal; while at the same time its construction, with the exception, perhaps, of inconsiderable delays attendant upon the erection of pier-walls and guard-gates at the head of the canal, will in no respect interfere with or interrupt the navigation of the existing canal, or that of the natural channels on either side of the river.

15th. With respect to the slack-water and sluice navigation on the Kentucky side of the river, I concur with my colleagues in all the advantages and facilities ascribed to it in the report, and cheerfully concur with them in the preference awarded to this improvement, and the objections raised against the contemplated improvement on the Indiana side of the river; but cannot concur with them in the preference awarded to the enlargement and extension canal in comparison with the improvement on the Kentucky side, as proposed in the report.

16th. The cost of this improvement, exclusive of any allowance for contingencies, is estimated in the report at considerably less than a million of dollars, viz: $917,875, less than two-fifths of the estimated cost of the enlarged and extension canal. Notwithstanding its cost is so far below that of its more favored rival, its intrinsic merits are, in my view, equal in all, and superior in many respects, to those of its antagonist. Its construction throughout will oppose no impediment or interruption to the navigation either of the existing canal, or of the main navigable channel of the river. It will extend through the entire length of the "falls proper" by the shortest practicable route. Its sedimentary deposites may be freely dredged without interruption to navigation, and deposited again within the pool, and near the dam, whence they will be conveyed over the dam at every considerable rise of the river. It will always remain exempt from obstruction by the erection of bridges or other works; and, in fine, its advantages will be equal in all respects to those of its rival, while its disadvantages will be far less numerous, and may be obviated with far less trouble and expense, than those of the enlargement and extension canal.

17th. In the event that an additional lock should hereafter be required, (which is likely sooner or later to prove true,) sufficient room for its introduction is presented on the land side of the proposed lock, which is common to both, and applicable to either of the methods of my choice. Such additional lock may be constructed at any time, without any considerable inconvenience or interruption to navigation through the proposed lock.

18th. In view of the comparison given as above, and of all matters and circumstances relating to the whole subject of discussion, I do not hesitate to signify a decided preference and choice of the method of improvement contemplated and treated of in the report under the head of "slack-water and sluice navigation on the Kentucky side of the river," before all other methods discussed in the report; yet I regard the walled canal along the Kentucky shore, already noticed, with its proposed appendages, including the dam from Sandy island to the Indiana shore, as a method of improvement preferable in all respects, not only to the method discussed in the report for the Kentucky side of the river, but to all other methods hitherto devised: indeed, I deem it as the best method that can be devised, and applied with due economy, for "the improvement of the navigation of the Ohio at the falls," whether in the bed of the river, on either of its shores, or anywhere else. Its probable cost, including all of its parts and appendages, together with an additional lock, need not exceed two and a half millions of dollars—ample allowance being made for all contingencies.

Should the introduction of an additional lock, of suitable dimensions, somewhat less than those of the locks devised and recommended by the board, and with three instead of four sets of lock-gates, hereafter be deemed expedient, (which may and probably will prove true, within the next half century,) the whole may be accomplished at an outlay not exceeding that above mentioned, viz: $2,500,000, which is about the estimated cost of the enlargement and extension canal, with a single lift-lock only.

19th. In the foregoing discussion I have dwelt more fully on sub-

jects relating to the enlargement and extension canal, than on both of the river improvements combined; my apology for which is, that more than a moiety of the report is made up of discussions and descriptions illustrating the mode of construction, character, and advantages of that canal, while the character and advantages of the "improvement in the bed of the river" have been discussed in a more brief and summary manner; the comparative *disadvantages* in each case, especially in contrasting the relative merits of the respective methods specially considered, having received comparatively but little attention.

20th. The foregoing commentaries were prepared and submitted to the board prior to the completion of the report, subsequently to which that document has been carefully revised,* considerably enlarged,† and amended in several particulars;‡ none of which materially affects the main question at issue between my colleagues and myself. In reference to the alterations thus made, a few additional exceptions would be relevant and proper. But the report having been pressingly called for, I yield to the urgency of the case, and submit the commentaries as originally prepared, "for what they are worth," without amendment or addition.

With the qualifications and exceptions herein exhibited, I cheerfully affix my signature to the report, which in almost every respect, except in so far as relates to the comparative characters and merits of the several improvements therein specially described, and the selection and recommendation of the *best method of improvement*, I regard as highly pertinent, proper, and commendable.

S. H. LONG,
Lt. Col. Top. Engineers, senior member of the Board.

The undersigned, a majority of the board, have read attentively, and considered with the respect so justly due the character and long experience of the senior member, his *exceptions*, as above set forth, to sundry opinions and views expressed in the foregoing report. To those *exceptions* the undersigned feel constrained to reply. They will endeavor to do so in as brief a manner as possible.

The senior member, it appears, concurs with the undersigned in the opinions and conclusions expressed and arrived at in the report, in the following particulars, viz:

1st. That neither of the three plans of improvement on the Indiana shore, described and reported on by Captain Cram in 1844, designated respectively as "route No. 1," "route No. 2," and "canal on a high level around the falls, to be fed from other sources than the Ohio;"

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* The revision was made in presence of all the members of the board.

† The enlargement embraces that portion of the report that follows the comparison, *irrespective of cost*, between the enlargement and extension canal, and the Kentucky improvement in the bed of the river.

‡ The amendments relate to the substitution of *four feet* instead of *five feet*, above the surface of the highest flood, in several instances, and to the filling of sundry blanks previously left in the report, to which I have no objections to offer.

nor that on the Indiana side, planned and recommended by Lieutenant Colonel Long in 1845, that was to terminate at the "Big Eddy;" nor that projected by William J. Ball, esq., in 1850, which would terminate at the same place, could be recommended in the report by the board for adoption, as a work that would answer the purpose now sought to be accomplished by an "additional canal" or improvement around the falls.*

2d. That a canal, inland, around the falls, on the Indiana shore, would be more costly and have fewer advantages than one constructed, inland, on the Kentucky shore.

3d. That, of the two improvements in the river-bed, on the Indiana and Kentucky sides respectively, described in the report, the one on the Kentucky side would, in view of relative cost, advantages, and disadvantages, be preferable to that on the Indiana side of the river.

But in the following particulars the opinions of the senior member are at variance with those expressed in the report, viz:

1st. He is of opinion that the "intrinsic merits" of the improvement in the river-bed on the Kentucky side "are equal in all, and superior in many respects, to those of the enlarged and extended canal," and that it is decidedly preferable, as a method of improvement, "over all other methods discussed in the report."

2d. He is also of opinion that the improvement on the Kentucky side, above mentioned, with certain modifications that he describes, and which more than double its cost, as he shows, would be, "as a method of improvement, preferable in all respects, not only to the method discussed in the report for the Kentucky side of the river, but to all other methods described and treated of in the report; and, indeed, as the best method that can be devised and applied for the improvement of the navigation of the Ohio at the falls, whether in the bed of the river, on either of its shores, or anywhere else."

3d. He does not approve of certain details of plan and the location of certain parts of the several methods of improvement described in the report, and suggests sundry alterations that would obviate his objections. To the points of difference here alluded to, more particular reference will subsequently be made in this reply.

As the senior member expresses, in the very strong language above quoted, the opinion that the improvement on the Kentucky side, modified as he suggests, would be "*the best method that can be devised* and applied for the improvement of the navigation of the Ohio at the falls, *whether in the bed of the river, on either of its shores, or anywhere else,*" the undersigned purpose examining with some care the reasons assigned by the senior member for that opinion, and the preference that he awards, in consequence thereof, to *that improvement as modified*, over *the enlargement and extension canal*, in favor of which the opinion is expressed in the report that it would "afford all the advantages to navigation that could be obtained from any improvement for passing

* The description given, *in the report*, of the plan recommended by Lieutenant Colonel Long on the Indiana shore, alluded to, applies more particularly to the revised plan of a canal on the same ground, submitted by him in a report to the Topographical Bureau, dated February 4, 1850, and in which certain modifications were introduced to the plan recommended by him in 1845.

the falls that could be planned, and be subject to no disadvantage that could be obviated by any other mode of improvement."

The reasons are, as stated by the senior member, that the *modified improvement on the Kentucky side* would, as compared with the *enlargement and extension canal*, have the following advantages, viz:

1. That it would cost less, not including contingencies in either case, by the sum of $68,150.

2. That the length would be "one-quarter of a mile less."

3. That "the facilities of navigating it will be equally as great in all respects, and probably much greater."

4. That "no bridges, or other structures of a character to interfere with the navigation, are likely ever to be required, while such obstructions may be required, and multiplied to an indefinite extent, along the line of the enlargement and extension canal, and in process of time become serious impediments to its navigation."

5. "That the dredging required, to cleanse it of its mud and other deposites, may readily be effected through sluice-gates placed in the wall, at any convenient distances asunder, while the enlargement and extension canal will admit of no such helps and facilities for keeping it cleansed."

6. "That its construction, with the exception, perhaps, of inconsiderable delays attendant upon the erection of pier-walls and guard-gates at the head of the canal, will in no respect interfere with or interrupt the navigation of the existing canal."

1. *It would cost less, not including contingencies, by the sum of* $68,150.

Let us see whether such would probably be the case. When ascertaining the cheapest location for the construction of a canal, and making comparative estimates of its probable cost on different routes, the estimates should be made for a work, on each route, that has the same general dimensions and features.

The senior member has not adopted this course, in his comparison of the relative cost of the two works now under consideration. He gives his reasons for thinking that the water-way of the enlargement and extension canal would be 40 to 50 feet too wide, and its guard-walls and banks two feet too high; and that one set of guard-gates at the head of the canal would answer, instead of two sets, as proposed; and for placing the one set 300 or 400 feet lower down. He would have, on the other hand, an additional set of guard-gates placed at the head of the lift-lock, and an additional guard-wall alongside of it.

Now the same reasons require that the *modified Kentucky improvement* should conform, in its general plan and dimensions, to the above-mentioned views and opinions of the senior member; and so far as the undersigned can judge, from the details of the estimate presented by him, such seems to have been his intention.

The changes of plan and dimensions above mentioned, that the senior member advises, would lessen the cost of the enlargement and extension canal upwards of $250,000. Reduce the estimate of its probable cost by that amount, and the comparison, not including contingencies in either estimate, would be as follows, viz:

Cost of the *modified Kentucky improvement*, as estimated by the senior member..... $2,130,375

Cost of the enlargement and extension canal, reduced as above	$1,948,525
Difference of cost in favor of the enlargement and extension canal	181,850
Which, if increased by the smallest contingent allowance made in either of the estimates given in the report, viz: 12 per cent., would be increased to	$203,672

2. *Its length would be one-quarter of a mile less.* In relation to this *advantage* the undersigned would remark, that while the *Kentucky modified improvement* has a less length than the enlarged and extended canal, its lower terminus is about four-fifths of a mile above that of the latter, and at *the head of rapids* that have, in low water, a descent at the rate of four and a half feet per mile; and that for this distance the navigation would be in the channel south of Sandy island, *over the place at which the bar at the head of that channel is always formed in high water*, and *through the narrow channel between "the rocks" and Sandy island;* and which latter, at certain stages of the river, now causes more or less obstruction to the navigation, and is not sufficiently wide for the passage of large-class boats, as fully described and stated in the report.

The undersigned are aware that the senior member is of opinion that "Sandy island may be removed, in whole or in part, with facility, and the channel thereby restored to its former navigable condition," and that "this may undoubtedly be effected to the full extent desired, by the proposed dam across the Indiana channel, opposite to the head of Sandy island." The undersigned do not agree fully in opinion with the senior member, that the dam referred to would, *of itself*, have all the beneficial effects he anticipates, and here speaks of; although they think it would, properly located and of the right height, subserve a very useful purpose, in bringing about an earlier scouring action upon the bar at the head of the southern channel, and upon the narrow channel between "the rocks" and the island; and were willing, on that account, that no further provision for enlarging the width of the narrow channel at "the rocks" than the supposed and assumed cost of the aforesaid dam should be made in the estimates, respectively, for the improvements in the river-bed, on the Indiana and Kentucky sides—relying upon the general contingent item, in those estimates, to meet such further expenditures as might be required to assist the scouring action of the river in its lower stages, mainly relied upon for effecting that object.

And in regard to the dam itself, the undersigned feel called upon to say that, in their opinion, it should not be constructed to its full height in one season, but be partially raised, and its effects in subsequent high waters observed. It could then, from time to time, afterwards be increased in height to such extent, and at such points, as observation might show would be advisable; and as it would be built of loose stone or rip-rap, it could easily be spread out and lowered

if found to be too high, or its line of direction and position changed, if thought necessary.

The undersigned also think it proper to give, briefly, their reasons for differing somewhat, as above stated, from the senior member, in their views respecting the effects of this dam.

The height assumed for the dam, in the plans and estimates, is six feet. It is to have an opening in it, as stated in the report, of proper width and depth, to prevent interfering with the passage of boats in certain higher stages of the river. The rise of floods above the river-bed, on and at the site of the dam, is sometimes as great as 62 to 64 feet. Now, as the dam would obstruct only about six feet of this great depth of water-way, leaving 56 to 58 feet of it, in such floods, not interfered with; and as in all the high waters and floods that now occasion the bars and deposites at the head and foot of Sandy island, and in the narrow channel between "the rocks" and that island, a very large part of the water-way at the site of the proposed dam would, in like manner, be left unobstructed; and as, moreover, the site of the dam would be directly in front of the immense volume of water passing over the falls at such times, it is not to be supposed that the dam would materially change the high-water action of the river from what it now is, in causing the aforesaid bars and deposites, but rather that they would be formed and left as heretofore.

It is, indeed, probable that, in time, that action, if lessened, would be restored to its full extent by a widening of the channel north of Sandy island, at the expense of the Indiana shore, against which the high-water current over the falls is rather directed, and of the northern side of the island. In the lower stages of the river, the dam would unquestionably cause more water, and with a more forcible scouring power than at present, to pass on the south side of the island; and if the direction of the current were such, at all points and at all times, as to bring this power to bear directly when and where it is needed, the dam would no doubt have the full efficacy claimed for it by the senior member. Such would not be the case, the undersigned think, at the narrow channel between "the rocks" and Sandy island; for the line of the current above and at these rocks, in all stages of the river higher than two or three feet above *ordinary* low water, runs along and bears against the Kentucky shore, several hundred feet south of and distant from the narrow channel around the end of "the rocks;" and while it is to be supposed that the dam would occasion some change of action at "the rocks," yet it is believed, for reasons satisfactory to the undersigned, that the change would not be sufficient to prevent altogether interference with the navigation at that point. Time does not permit the undersigned to dwell longer upon the effects of the dam, either here or at other points.

3. "*The facilities of navigating it will be equally as great in all respects, and probably much greater.*"

In support of this assertion the senior member points out and names no advantage that the *Kentucky modified improvement* would have over the *enlargement and extension canal*, nor disadvantage that the latter would have in comparison with the former. The undersigned, therefore, do not deem it necessary to comment thereon.

4. "*No bridges or other structures to interfere with the navigation are likely ever to be required, while such obstructions may be required and multiplied to an indefinite extent along the line of the enlargement and extension canal, and in process of time become serious impediments to its navigation.*"

The senior member, in his *exceptions*, says "that there is a vast amount of land conveyance between Shippingport and Louisville during low stages of the river;" and that "additional bridges are already needed over the *present* canal;" and that "more than double the number will no doubt be required in the course of a few years, in order to answer the emergencies of travel and trade."

The undersigned do not understand what "*other structures*" are alluded to in the above quotations from the *exceptions* of the senior member. There are none at this time on the *present* canal; and the undersigned cannot imagine what kind of structure, other than a bridge, would or could ever be required on the *enlargement and extension canal.*

As regards the assertion that additional bridges are *already needed* over the present canal, the undersigned are at a loss to conceive *where.* The tract of land lying between the present canal and the river is 1¼ mile long, and its greatest width three-eighths of a mile, and contains, including the ground on which Shippingport stands, about 232 acres of land, all of which is covered by floods like those of 1832 and 1837.

Now, there is not a point in Shippingport, or any part of the whole tract of land between the canal and the river, except about 18 acres east of the stone bridge, (that are overflowed by moderately high freshets, and on which there is no one living,) that could have its distance from Louisville shortened by an additional bridge placed at any point along the entire line of the canal; neither could the distance from Portland be shortened. The land conveyance between Shippingport and Louisville, during low stages of the river, could not, therefore, be benefited by an additional bridge, even if it should continue after an enlarged canal is constructed, and which it is not to be supposed would be the case, as the cause of the present difficulty in getting through the canal to Louisville in low water would be removed.

The undersigned think it must be apparent that additional bridges over the present canal are not "already needed." Will there be any hereafter needed, if the enlarged and extended canal be made? The undersigned cannot believe that there would be; for, surely, if but one bridge over the Ohio between Pittsburg and the mouth of the river, and ferries that are miles apart along the river, and only one ferry between Louisville and Jeffersonville, answer the purposes of communication between the two sides of the Ohio, two bridges over the canal at the falls ought to suffice for the accommodation of Shippingport, and the small tract of land between the canal and the river.

5. "The dredging required to cleanse it of its mud and other deposites may readily be effected through sluice-gates, placed in the wall at any convenient distances asunder; while the enlargement and

extension canal will admit of no such helps and facilities for keeping it cleansed."

The report states, as one reason for having two sets of guard-gates at the head of the enlargement and extension canal, that a larger body of water could be introduced for washing out sediment from the canal.

The senior member states, in his *exceptions*, that he thinks two sets unnecessary, and that one is all that is needed; for he says "a single set of guard-gates, together with the declivity proposed for the canal, from its head downwards to the lift-lock, is amply sufficient, in my opinion, for the reception and conveyance of all the water required, both for lockage and for washing out the canal." The undersigned have here the authority of the senior member for saying, that "although the enlargement and extension canal will admit of no such helps and facilities for keeping it cleansed" as side-sluices, *it will need "no such helps and facilities;"* for if one set of guard-gates would answer that purpose, as he thinks, two sets certainly will.

But has the modified Kentucky improvement really "*the helps and facilities for keeping it cleansed,*" by means of "sluice-gates placed in the wall at any convenient distances asunder?" The undersigned think not, or only to a very limited extent; for the reason that at least half of that improvement, as planned by the senior member, would have its bottom lower than *the river-bed alongside*, into which the washing is to enter.

The undersigned think, therefore, that in this particular the advantage would *rather* be in favor of the enlargement and extension canal.

6. "Its construction, with the exception, perhaps, of inconsiderable delays attendant upon the erection of pier-walls and guard-gates at the head of the canal, will in no respect interfere with or interrupt the navigation of the existing canal."

And on the other hand, the senior member thinks that the interruptions to the navigation of the present canal, "during the progress of the enlargement," would be far more serious than his colleagues "seem to admit;" also that "the frequent swells and freshets common to the river during the greater portion, probably three-fourths of every year, would contribute to delay the work and enhance its cost."

The undersigned, as the senior member intimates, think that the interruptions to the navigation from the *enlargement* of the canal would be comparatively inconsiderable. The report correctly states that nine-tenths of the entire work in the enlargement may be done without causing any interruption to the navigation whatever; and the undersigned may add, that the remaining one-tenth may nearly all be done at but little additional cost, in certain of the higher stages of the river, when the canal is not used, and thus almost entirely do away with all interference with the navigation during the whole time the *enlargement* is in progress. The senior member, when speaking of the frequent swells and freshets of the river, seems to lose sight of the fact, that while the work is doing that would otherwise suffer most from high water, the guard-gates would be in use, and afford protection at almost all times to that work. The truth is, as regards

interruptions to the navigation, and an economical construction of the *enlargement*, much will depend on the person in charge of the work. If he be of experience, judgment, and energy, the interruption need be very little. Now, on the enlargement and extension canal, the work exposed to the swells and freshets of the river is comparatively small in amount; and when the laborers are driven from it, there is other work upon which they may be employed. It is not so with the river improvement, as there is no work, worth mentioning, upon which they can be employed when stopped by high water. Would not this enhance the cost of the improvement?

It seems to the undersigned that the senior member underrates the exposure to which the modified Kentucky improvement would be subjected during its construction; for while he speaks of "swells and freshets common to the river during the greater portion, probably three-fourths, of every year," as contributing to delay the work, and enhance the cost of the enlargement and extension canal, which is comparatively protected against such swells and freshets, he says not one word about the exposure of the modified Kentucky improvement to any risk whatever, although the whole of it would be in the river-bed.

The undersigned would ask whether it is not certain that the mortared wall "3,300 yards long" and "45 feet high," that is entirely in the high-water rapids above the Kentucky chute, and the lift-lock directly along the southern margin of the Kentucky chute, and their scaffolding, cranes, and fixtures, would not be greatly exposed to the "swells and freshets" referred to by the senior member as occurring during "probably three-fourths of every year?" and would they not contribute to delay the work and enhance its cost?

The senior member relies upon quarrying the stone required for the masonry of the modified Kentucky improvement from the river-bed, and it cannot be obtained elsewhere unless at considerable expense. Now, it is well known that all quarrying in the river-bed must be done during the low-water season of the year, that lasts about three to four months. Suppose enough stone are quarried in those months to keep the masonry in progress for a year; where are they to be placed? Are they to be left where they are quarried, to be covered up by the river when it rises, or taken on shore, and thence over to the wall when needed for use?

The undersigned, in view of all the circumstances here alluded to, think that the exposure of the modified Kentucky improvement would be *incomparably* greater than that of the enlargement and extension canal.

The undersigned have shown, they think, that the modified Kentucky improvement would cost more, by at least $200,000, than the enlargement and extension canal, if the general dimensions and features of the two are alike, and the same as are recommended by the senior member in his *exceptions*.

That although its length would be less than that of the canal "by one-fourth of a mile," yet that the distance from the head of the falls to "the rocks" at Sandy island, through it and the river channel below, would be half a mile greater than by the canal.

That boats in approaching and leaving its lift-lock would, at times, be exposed to inconvenience in passing through the narrow channel at "the rocks."

That the objection to the enlargement and extension canal, on account of bridges and "*other structures*," is imaginary.

That the canal would have an advantage over the river improvement, in the facility with which sediment left in it would be washed out.

That as respects interference with the navigation while the enlargement is in progress, it would be inconsiderable; and as regards the relative exposure of the two works during construction, it would be far greater on the river improvement than on the canal.

And here the undersigned would close this part of their reply, were it not that the senior member, after making his estimate for the modified Kentucky improvement, adds thereto no contingent allowance, but merely states that the work would be more economical than the enlargement and extension canal, "*by a very considerable sum;*" and also asserts that the probable cost of the modified Kentucky improvement, "including all of its parts and appendages, together with an additional lock, need not exceed two and a half millions of dollars, ample allowance being made for all contingencies." What that ample allowance for contingencies is, or at what sum he estimates the additional lock, he does not state. Now, if the senior member had added that this "*ample allowance for all contingencies*," in an estimate for an improvement more exposed to casualties from high water and floods than the canal, was considerably less than the allowance in estimate given in the report for the latter work, (for, deducting from the $2,500,000 his estimate of the cost of the work with a single lock, and without contingencies, viz: $2,130,375, there is only left $369,625 for both *the additional lock* and *contingencies;* whereas the allowance for contingencies alone, in the canal estimate, is $263,824,) it would have been unnecessary for the undersigned to enter into this explanation, as it would then have been apparent that in a comparison of the $2,500,000 estimate for the modified Kentucky improvement, and an additional lock, with the estimate for the enlargement and extension canal, a considerable reduction should be made from the latter, in consequence of its contingent item being, *comparatively*, much too high.

It should be remarked here by the undersigned, that no credit is allowed in the estimate for the enlargement and extension canal, given in the report, for the proceeds of the sale of the surplus stone, amounting to several hundred thousand cubic yards, left after constructing that improvement, and which, in the course of a few years, would be sold for a price that would pay the cost of its excavation. There would be no such surplus in the case of the modified Kentucky improvement.

The undersigned feel called upon to explain, in this connexion, why no allusion is made in the report to the plan of the modified Kentucky improvement. It was not until the report was nearly closed, and the "exceptions" were read to the undersigned, that they had any idea that a new project was to be brought forward, and a description and estimate thereof appended to the report, under the

head of "exceptions" thereto. It is true that the plan was once spoken of to the board, when in Louisville, by the senior member; but he then agreed in opinion with the undersigned, as they understood, that the cost of the work would manifestly be too great to render it necessary to make surveys and measurements for an approximate estimate of its cost.

The undersigned had another reason for thinking it unnecessary to have surveys and measurements made, seeing that it would not, in their opinion, extend sufficiently low down to overcome all the obstacles to the navigation at the falls; and such, also, were their views in relation to the two improvements in the river-bed on the Indiana and Kentucky sides of the river, respectively, described in the report. But as the senior member was anxious that both these projects should be planned, estimated, and considered in the report, the undersigned did not object; and accordingly these plans of improvement are described in the report, and their relative cost, advantages and disadvantages, compared with those of the enlargement and extension canal.

The undersigned do not express any opinion in these replies upon the adequacy of the estimate for the modified Kentucky improvement, presented by the senior member, not having sufficient data to enable them to do so with accuracy. They must add, however, that they do not think equal confidence should be placed in the two estimates, for one of them, viz: that for the canal, is based upon calculations from transverse sections and actual measurements of the ground, taken along the whole extent of its line; and the other, that for the modified Kentucky improvement, was arrived at without even an approximate location of its centre line, and without any measurement whatever upon the ground.

The undersigned might point out some inaccuracies they have observed in the estimate of the senior member, that would, if corrected, swell its amount, but think it unnecessary to do so.

The undersigned will now notice the more prominent "*exceptions*" to the details of the plan, described in the report, of *the enlargement and extension canal.*

1st. The senior member thinks its "*bottom* width greater by forty or fifty feet than the exigencies of the case demand," and says, "my objection to this dimension of the canal arises not only from the increased cost of its construction, but from the greater magnitude and capacity of the space afforded for the reception of mud and other deposites, and the greater trouble and expense of removing the latter, either by dredging or washing, likely to result from the adoption of the width proposed in the report, viz: 200 feet."

The *top* and *bottom* width of the enlargement and extension canal, proposed in the report, may be regarded as *the same;* for there would only be the small difference between them arising from a slight batter in the face of the walls along the two sides of the water-way.

The proposed width, viz: 200 feet, would be two and a half times that of the lock. This does not exceed, but rather falls short of, the proportion generally observed between the width of the water-way of a canal and that of its lock-chambers. If, therefore, the proposed canal would have a width unusually great, it would be because its

lock would have an unusually great width; and this latter seems to be rendered necessary by the very large size of the first-class boats now running on the Ohio.

The Caledonian canal, with locks of only half the width of that proposed for the lock on the enlargement and extension canal, has a *top* width of 120 feet, or three times that of its locks. That canal is twenty feet deep, and has side slopes, in earth, that reduce the width *at bottom* to fifty feet. Taking into consideration the difference in the form of the vessels for which that canal was constructed, and of the boats that would pass on the enlarged and extended canal, as well as the difference in the width of their locks, it will be seen that the former has as great an average width of water-way, from *bottom to top*, comparatively, as the latter.

When certain proportions are observed between the width of a canal and that of the boats running on it, and between the transverse section of its water-way and that of the immersed portion of those boats, boats may run with the same ease and speed upon the canal as in an open river.

The proposed width of the canal and transverse section of its water-way would not be quite as large as the above proportions would require.

Admit that a lesser width would answer present purposes, when so many boats of the smaller classes are running on the Ohio, and the total number of all classes is comparatively limited, how long is this state of things likely to continue?

Again, suppose the enlargement and extension canal to be made of the smaller width, preferred by the senior member, and that it should hereafter be found very desirable to increase that width, as it no doubt would be at no remote day; consider how much greater would be the cost and difficulty of making such enlargement, compared with the expense and trouble that would have attended obtaining it at the same time as the supposed previous enlargemcnt was accomplished, for the depth of the *additional widening* would then be from the top of the guard-bank down to the canal bottom, instead of, as now, almost the whole of it, from the natural surface of the ground outside of the embankment of the present canal, which is much lower, down to the same level; and, besides, there would be the cost of taking down and rebuilding one of the side-walls, built at the time of the previous enlargement, and which would be as great for a widening of 10 feet as 100 feet.

There would, indeed, be one way, as intimated in the report, of lessening present expenditures; and that would be, when the *extension* and the *widening*, from the guard-gates down to where it would be altogether on the north side of the present canal, are completed, to postpone, for a time, the deepening of the intermediate portion of the present canal, and the removal of the narrow bank that had been left as a coffer-dam between it and the *widening* outside of that bank.

There would then have been obtained a width of water-way throughout nowhere less than 100 to 120 feet wide, and with the full width of 200 feet for a distance of about 800 yards below the guard-gates, and about 1,000 yards above the lift-lock; and there would have been

nothing done that would increase the cost of obtaining the full 200 feet width throughout the entire line of the canal, at any future day, when desired. This would save a present expenditure of about $250,000; and a somewhat similar course might be pursued *on a part* of the extension, that would effect a still further saving in present cost.

But, although the report intimates, and the undersigned now state, that the proposed plan of the enlargement and extension canal admits of such a course being pursued to lessen present expenditures, yet they are decidedly of opinion that the immediate advantages that would result from carrying the full plan into execution at once, would justify throwing out of consideration altogether any saving in present cost that could be effected in the manner above mentioned.

The assertion of the senior member, that the greater width would afford greater space for the reception of mud and other deposites, and cause greater trouble and expense in removing them by dredging or washing, the undersigned think would apply with more force to a canal like the present one—without guard-gates at its head, submerged to a greater or less extent in all high waters and floods, and without any declivity in its bottom—rather than to one planned like the enlargement and extension canal, that in all the abovementioned particulars would be a work of an entirely different character.

While the enlarged and extended canal *was in use*, no water would enter and pass through it except that required for the lockage of boats, which would be the greatest in quantity in low-water stages, on account of the great lift the lock would then have, and would be least in the higher stages of the navigation.

When the canal *was not in use*, no water would enter it from the head. All that entered would back up into it from its lower end, as fully explained in the report. Now, the quantity thus backed into the canal in the course of a *whole year* would not, in an average of years, probably exceed a depth of 30 feet, spread over the bottom surface of the canal; and as it would enter with a velocity scarcely perceptible, any deposites made, or rather sediment left in the canal, would be directly at its lower end, and in the very best place it could be left for prompt removal by the scouring power always there at command.

It must be apparent, the undersigned think, from what is above stated, that there would scarcely ever be left in the canal more than a light sediment, admitting of easy removal by washing out, in the manner described in the report.

A boat, with its wheels in rapid motion, moving at intervals, while such washing was going on, from point to point, and running close to the bottom, would greatly facilitate and assist the operation; and this could readily be done by so regulating the current through the canal, and the depth of water in it, from time to time, as would give the greatest efficiency to the action of the paddles of the boat.

So small would be the quantity of sediment requiring removal, in the above manner, that it would only be at long intervals that this washing process would have to be resorted to. And in one part of the "*exceptions*," the senior member himself seems to admit that what-

ever deposites may be made in the canal could easily be removed; for, as already stated in these replies, one of the reasons he gives for thinking that but one set of guard-gates would be needed, is, that "a single set," together with the declivity "proposed for the canal," "is amply sufficient, in my opinion, for the reception and conveyance of all the water required for washing out the canal."

2d. The senior member says: "The position of the proposed guard-gate, with its piers, &c., at the head of the canal, is too far from the Kentucky shore by about 150 feet on its south side, and by about 250 feet on its north side; moreover, that it is farther up-stream, by three or four hundred feet, than I think advisable and proper."

The original position of the head of the north bank of the present canal was much lower down than it is now. But it was found that the entrance to the canal, with the head of its north bank in that position, was a very objectionable one, and subject to many inconveniences arising from the drift and heavy deposites left in it by high waters. The north bank of the canal was, consequently, more than once extended up, and once laterally into, the river—and in every instance, as stated in the reports of the Louisville and Portland Canal Company, with good results.

The senior member, as the undersigned understand, advises a location for the guard-gates that would be about midway between the original and present head of the old canal, and near the Kentucky shore. The site proposed for them in the report is somewhat above the present head of the old canal, and more distant than it from the river shore. They would occupy a position that, with the shore directly above somewhat advanced into the river, as suggested in the report, and with the upper face of their pier-heads and wing inclining down stream, in coming from the river shore, the entrance to the canal would much better suit the general curvature of the river margin above and below, than if they were placed nearer the shore and lower down stream.

The experience of the present canal fully sustains the opinion expressed and intimated in the report, and now repeated, that, with the guard-gates on the site proposed, the deposites at their head would be inconsiderable in quantity, and as little as they would be on any other site that could be selected.*

The increased current at certain stages of the river, that the senior member thinks would be occasioned by the guard-gates on the site proposed, in consequence of contracting the width of the river at that point, and the consequent effect on boats entering the canal, may be at any time, if necessary, entirely obviated, and the current brought back to what it was before, or even lessened, by simply making a very *low* dam of loose stone or rip-rap from the Kentucky shore towards Corn island. But caution should be observed not to lessen the current referred to, too much; for it is mainly attributable to that current

* The ninth annual report (that of 1833) of the Louisville and Portland Canal Company says: "The wall at the upper end of the canal has been extended by a lateral projection of about one hundred and fifty feet; the current is turned off, so as to prevent the entrance of drift-wood, in all stages of water, below the top of the wall, and the river seldom rises above that height."

that the river channel *above*, contracting in width, as it does, as it approaches the entrance to the present canal, suffers comparatively so little from deposites; and its effects, the undersigned think, would be equally beneficial in the new channel above the proposed enlarged and extended canal. Besides, it is only at certain stages of the river that the current referred to causes any trouble to boats entering the present canal, and then, as its superintendent informed the undersigned, in consequence, mainly, of the bad direction that the present entrance has, and which would be remedied in the direction proposed to be given to the entrance to the *enlargement and extension canal*.

The senior member is of opinion that the pier-heads of the guard-gates, located as proposed, would "unavoidably be exposed to the impacts of heavy masses of floating materials which often descend through the Kentucky channel, and pass over the position in question, with a force that would be likely to endanger the stability of the pier-walls, stave in the guard-walls, and clog the head of the canal with drift and sedimentary depositions."

The undersigned have no such apprehensions. They have each had charge of the construction of works as much if not more exposed than the pier-heads of the proposed guard-gates, that have stood uninjured, for years, the assaults of floods that in violence would equal any that ever occur in the Ohio.

The senior member further says: "In the event that either or both sets of gates should be demolished in this way, the flood would sweep with violence through the prism of the canal in its whole length, injuriously affecting some of its works, destroying others, and loading the whole with mud and silt."

Although the undersigned think it hardly necessary to comment on an "*exception*" based on a contingency *not likely ever to occur*, yet they will do so to the extent necessary to show that, if it should occur, such consequences would not follow, as the senior member anticipates.

The gates of the lift-lock at the lower end of the canal, and the adjacent walls of masonry, would, in such a contingency, prevent any water whatever running through the canal, when the descent of the river at the falls exceeded about five feet. When the descent was three to five feet, a comparatively small quantity of water from the river, at the head of the falls, would pass through the canal and enter the river over the "100 feet extension wall" below the lift-lock; and when the descent was three feet or less, the water would in like manner pass down the canal, with a velocity due to a descent at no time exceeding 15 inches to the mile. Now, as the canal would have a uniform width of channel, a rock bottom, and vertical walls and rip-rapped slopes on each side, along its whole length, and the water would return to the river at the lower end of the canal, over what would be equivalent to a wall of masonry, at right-angles to the canal, about 200 feet long; and as the velocity would at no time, as before remarked, be greater than that due to a descent of 15 inches per mile, the undersigned do not think that any of the works of the canal could be "injuriously affected," or any "destroyed." Some, but no large amount of deposites, would be left at places in the canal.

By way of comparison, it may be stated that the descent of water-

surface in the canal at such times would be less than *one-third* as much per mile as the descent of the river-surface in low water, between the lift-lock of the modified Kentucky improvement and "the rocks;" where, as the senior member says, in the "*exceptions*," "the current, generally, is comparatively moderate."

3d. The senior member thinks the guard-gates could be built on the site he proposes with only "occasional interruptions to the navigation of comparatively short duration;" for he says "the north wall may for the most part be founded on a rocky bed, nearly or quite coincident with the surface of extreme low water; that those on the south side may also be founded on rock, by sinking a surrounding coffer-dam to a probable depth, not exceeding fifteen feet; and that a foundation for the mitre-sills of the gates may be formed between these walls, when built, by means of crib-work, properly bonded, combined, and loaded with stone."

The undersigned cannot agree in opinion with the senior member, that the walls of the guard-gates, which would be 80 feet apart, and one of them requiring a coffer-dam in 15 feet water, could be built on the site he proposes, and the mitre-sill afterwards placed between them, with only "occasional interruption to the navigation of short duration;" for it must be recollected that the channel for boats would be between those walls.

The manner proposed, of putting in the mitre-sill after the side-walls are built, and between them, in crib-work, the undersigned consider very objectionable. There is no part of the work about a guard-gate, or a lock, calling for more care and attention than the putting down and securing the mitre-sills, or requiring more strength and tightness of construction.

Now, it is claimed in the report, as one advantage of the site proposed therein, with guard-gates, that it is entirely outside of the entrance to the present canal, and that consequently there could be no interruption to its navigation during the construction of these gates.

4th. The senior member is of opinion that one set of guard-gates would be sufficient; and that two, as proposed in the plan of the enlarged and extended canal, would not be needed; for he says, "a single set of guard-gates, together with the declivity proposed for the canal, from its head downward to the lift-lock, is amply sufficient, in my opinion, for the reception and conveyance of all the water required, both for lockage and for washing out the canal."

The report gives (the undersigned think) satisfactory reasons, showing that two sets are needed. The senior member, in fact, intimates as much in another part of the "*exceptions*," where he says, as already quoted, that "the enlargement and extension canal would admit of no such helps and facilities for keeping it cleansed" as the modified Kentucky improvement would have, viz: sluice-gates, placed in its side-wall at convenient distances asunder.

5th. The senior member is of opinion that the guard-walls and embankments are too high by two feet.

Now, as regards the guard-banks, there would be a large amount of surplus earth excavation, even if the canal should be widened no more than the senior member advises, that would be disposed of by regu-

larly widening the embankments on each side. The only effect of making these embankments two feet lower would be to widen them, and without lessening their cost.

Then, as regards the height of the masonry of the guard-gates, and of the guard-wall at the lift-lock, the cost of the two feet of masonry would be comparatively little. The whole increased cost of the work consequent on the "two feet" additional height of the banks and walls would be comparatively a very small sum indeed.

But is there any security that floods may not hereafter occur, higher than any of which there is record? If there be none, then certainly it is justifiable, in planning a work of the importance of a canal at the falls of the Ohio, to provide for floods somewhat higher than any previous one now known of; especially when, as in the present case, it can be done at a very inconsiderable cost.

It may be remarked in this connexion, that in April last there was a flood in the Potomac five to six feet higher than any known to have occurred within the last eighty or ninety years.

6th. The senior member says: "The southerly, as well as the northerly side of the lift-lock at the lower end of the extension canal should be furnished with pier-heads and parapet walls, rising three feet above the surface of the highest known flood, in order to prevent the turbid waters of high freshets from overwhelming the lock-chamber, and depositing its mud, &c. within it. This lock should also be furnished with guard-gates similar to those contemplated for the locks of the lock and dam improvement within the river channels.

"These modifications are rendered expedient, if not necessary, in order to secure the lock against inundations from the river in very high stages, and to maintain an entire control over the lock and its immediate appendages in all stages. The propriety of these modifications will be the more apparent, in view of the fact that the broad and extensive space situated between the northerly bank of the canal and the face of the hill-slopes in its rear, embracing an area of three or four hundred acres, must be inundated by back-water from the river at the foot of the falls, the principal part of which, with all its suspended sedimentary matter, must pass over or through the lock-chamber; and on the subsidence of the flood must re-enter the river again through the same pass, unless the modifications in question are introduced."

The undersigned do not understand what necessity there can be for guard-gates at the head of the lock on the extension *pointing up stream*, to prevent water *backing through the lock into the canal above.*

The senior member is in error respecting the quantity of land overflowed, and that would be covered by water backing up through the canal. It would be rather less than 100 acres, instead of 300 or 400 acres, as he states; for the south bank of the canal, that rises to the same height as the north bank, would cause the whole space between it and the high ground to be filled with water backing up outside of and to the south of the canal and its banks, instead of through the lock, as he supposes.

And, again, the water that would back into the canal would not all pass through the lock; for, when the river rises above the level of

the top of the lock-gates, and the canal ceases to be used, the water from the river, as stated in the report, would enter into the canal over "the 100-feet extension wall" below the lock, as well as through the lock-chamber; and when it has risen above a level five feet higher than the top of the lock-gates, the width of the water-way of the water backing into the canal would not be less than 200 feet; and as it rose still higher, and to the level of extremely high floods, the width would increase from that just mentioned to about 300 feet. Only 80 feet of these several widths would be in the lock-chamber. The depth of water-way, however, in all stages, would be greater in the lock, over its upper mitre-sill, than elsewhere.

The re-entering of the water from the canal into the river, as it falls, could certainly occasion no additional deposites to those left by it when entering.

The expenditure that would be required for the additional work thought necessary, as above, by the senior member, exceeding $50,000, would, in the opinion of the undersigned, accomplish no good end, but, on the contrary, occasion inconveniences in the use of the lock that would justify its removal, at some expense, if it should ever be constructed.

To the plans of improvement in the river-bed on the Indiana and Kentucky sides of the river, respectively, the senior member *excepts* in the following particulars, viz:

1st. He is of opinion that "the elevation of the lock-walls and other works connected therewith should be less by two feet than that proposed in the report."

If those walls and other works have had too great an elevation given them, it is not the fault of the undersigned. One of them suggested to the senior member, before the plans were drawn and estimates made of the above-mentioned improvements, that the walls and works aforesaid might be made of even less elevation than he now proposes; but he preferred that they should be planned as high as the walls of the lock in the enlargement and extension canal.

2d. He thinks that there should be "one or more sluice-gates and gateways, of suitable size and construction, through the dam across the Indiana channel, and also in that across the Kentucky channel, at or near the head of low-water surface, as they might be found convenient, if not essential, in affording places for the deposition and transportation from the upper to the lower side of the dam of the dredged materials obtained in clearing out the deposites left by high waters and floods in the slack-water channel above the dam, and would also facilitate in some degree the drainage of the pool, in case such an operation should ever be found necessary."

The undersigned were unwilling to unite in a recommendation that one or more such sluices should be put in either of the dams referred to, believing that they would render those structures more insecure, and answer no good end; for experience shows that materials of the kind that would be dredged from the slack-water channels, if placed along the upper sides of these dams, that would have a top surface lower by several feet on their up-stream than on their down-stream side, would be washed over by the first subsequent high flood. And

as regards the advantage there would be in facilitating "the drainage of the pool," in case such an operation should be necessary, the undersigned were of opinion, as the pool could not possibly be drained unless a temporary dam more than one-fourth of a mile long were first constructed across the head of the slack-water, that, when such dam was made, the lock would answer all the purposes of drawing off the pool, and therefore render unnecessary the making of any sluice or sluices.

3d. "That the report omits to notice with any considerable emphasis a very important feature connected with the improvement in the river-bed on the Kentucky side, viz: the sluice leading downward along the Kentucky shore, and uniting with the middle channel two or three hundred yards below Corn island." "This sluice," he says, "will contribute greatly to the enlargement of the water volume that flows between the island and the Kentucky shore, and give to the current and the drift conveyed by it a direction towards the middle chute, near the foot of the falls, whereby the proposed lift-lock near the Tarascon Mills, and the works connected with it, will be sufficiently protected against the impacts of heavy floating bodies."

As, however, the report does not even intimate that the above lock would in the slightest degree require protection against such impacts of heavy floating bodies, or be at all exposed to them, it would seem that no injustice was done the proposed Kentucky slack-water improvement by the omission to which attention is called.

The undersigned, however, agree with the senior member in thinking that it would have been proper that the report should have noticed the "very important feature" above alluded to, but for a different reason from that he assigns. The change of current of which the senior member speaks, produced by the sluice referred to, while it would have a tendency to prevent drift running towards and against the lift-lock, would have at the same time, also, as a necessary consequence, a tendency to increase the width and length of the space covered by the deposites spoken of in the report, above the lift-lock, and along the Kentucky shore, as far up as to the point where that current would leave the shore and incline towards the middle chute, as well as to cause larger quantities to be left therein.

The undersigned regret extremely the delay caused by the necessity imposed on them of replying to the "*exceptions*" taken to the report by the senior member; but they could not, in justice to themselves, or, as they conceived, to those whose interests are involved in the subject treated of in the report, permit those "*exceptions*" to accompany it without showing, as they think they have, that they do not weaken in any respect the positions taken in the report.

WM. TURNBULL,
Major Topographical Engineers, Brevet Colonel.
CHARLES B. FISK,
Civil Engineer.

N. B.—The quotations in the above replies from the "exceptions" of the senior member were made from those "exceptions" as first prepared and presented to the board.

Report of the Secretary of War, communicating a copy of the report of Captain T. J. Cram, on the best mode of improving the navigation of the Ohio river, at the falls of Louisville.

WAR DEPARTMENT, *March* 20, 1844.

SIR: In answer to the resolution of the Senate of the United States of the 21st of February, 1843, requiring the Secretary of War "to ascertain, and report to the next Congress, what is the best mode of improving the navigation of the Ohio river at the falls near Louisville, and the probable expense of such improvements," as well as in compliance with the further resolution of the Senate of the 14th ultimo, I respectfully transmit, herewith, a report of the colonel of the corps of topographical engineers, which, it is believed, contains all the information required by the resolutions.

Very respectfully, your obedient servant,

WILLIAM WILKINS,
Secretary of War.

Hon. W. P. MANGUM,
President of the Senate.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, March 20, 1844.

SIR: I have the honor of transmitting, herewith, the report and estimate of Captain T. J. Cram, corps topographical engineers, with accompanying drawings, in reference to the improvement of the navigation of the Ohio river at the falls near Louisville, called for by a resolution of the Senate of the 14th February, 1844. The survey, of which the report is now submitted, is the one directed to be made by a resolution of the Senate dated the 21st February, 1843.

Very respectfully, sir, your obedient servant,

J. J. ABERT,
Col. Corps Top. Eng.

Hon. WILLIAM WILKINS,
Secretary of War.

OFFICE W. R. IMPROVEMENT,
Cincinnati, February 3, 1844.

SIR: I have the honor, herewith, to submit Captain Cram's report and drawings in reference to "the best method of improving the navigation of the Ohio at the falls near Louisville, and the probable cost thereof." The views presented in the report are so copious and diversified as to embrace every method of improvement having the slightest claim to consideration, together with the probable cost of

carrying each method into effect. The conclusion to which the captain has arrived is drawn from a great variety of details, and seems well sustained by the facts in the case.

All subjects in relation to the improvement appear to have been so ably, clearly, and fully discussed by Captain Cram, that I feel called upon to do no more on this occasion than merely to signify my hearty concurrence with the views and opinions exhibited in the report.

I have the honor to be, sir, very respectfully, your obedient servant,

S. H. LONG,
Brevet Lieut. Col. Top. Eng.

Colonel J. J. ABERT,
Chief Topographical Engineers, Washington.

CINCINNATI, *February* 3, 1844.

SIR: In obedience to your orders of the 5th June last, requiring me to "execute a report, accompanied by drawings in plans and sections, in full explanation," &c., relative to the survey and with a view "to the best mode of improving the navigation of the Ohio at the falls near Louisville, Kentucky," &c., under a resolution of the Senate of the United States of February last; also, to "explain the connexion of the United States with the existing canal around said falls;" I have the honor to submit the following report, with the accompanying drawings.

Very respectfully, your most obedient servant,

T. J. CRAM,
Captain U. S. Corps Top. Eng.

Lieutenant Colonel S. H. LONG,
Corps Top. Eng., General Superintendent of Western River Improvements, Cincinnati, Ohio.

REPORT.

FEBRUARY 3, 1844.

The subjects of this report will be arranged in their appropriate places, under four distinct heads, to wit:

1st. Existing canal around the falls.
2d. Bed of the falls.
3d. Canal on the Indiana side.
4th. Comparison of projects.

EXISTING CANAL.

I.—HISTORY OF THE CONSTRUCTION OF, AND CONNEXION OF THE UNITED STATES WITH THE EXISTING CANAL AROUND THE FALLS OF THE OHIO, ON THE KENTUCKY SIDE.

In 1825, the legislature of Kentucky granted a charter to the "Louisville and Portland Canal Company," to construct a "canal

navigation, with suitable locks, docks, and basins, around the falls of the Ohio river, within the State of Kentucky," making the capital stock to consist of $600,000, divided into shares of $100 each, and limiting the time of completing the canal to the 12th of January, 1828, but subsequently extended the time of completion to 6th of February, 1831.

Again: the legislature passed an act, 21st December, 1829, increasing the capital stock of the company by 1,000 shares, so as to make the whole stock amount to $700,000, and allowing the company to borrow money to complete the canal.

Under the foregoing acts the canal was completed, so that the first boat passed through it on the 22d of December, 1830.

Owing to unforeseen and adverse circumstances, however, the company found itself embarrassed in its pecuniary affairs, and again sought relief in legislative aid. Accordingly, the legislature of Kentucky, having a just appreciation of the wants of the commerce on the Ohio, passed an act December 12, 1831, authorizing the company, in these words, "to extend their capital stock to such an amount as will be sufficient to pay all the cost and expenses of constructing said canal, and the interest on the sums expended by the company in the construction, up to the time the said canal was opened, and vessels passed through the same; and they may sell so many additional shares, at $100 each, as will pay said cost and interest."

Down to the time of the passage of this last act, the stockholders had received no returns in the shape of dividends or interest for the money which they had invested, it having been about three and one-third years since the principal portion of the stock was paid in.

Of the original stock, the United States subscribed for 1,000 shares, about the 4th of June, 1825; afterwards, and under an act of Congress of March 2, 1829, the United States subscribed for 1,335 shares, which had been forfeited by individual subscribers, from a want of confidence in the success of the enterprise.

Under the act of the legislature of Kentucky, of December 12, 1831, the company made the following allowances to stockholders, to wit:

1st. Interest, amounting in the aggregate to 20 per cent., (not per annum, but per three and one-third years,) for stock which had been standing for three and one-third years, and 10 per cent. for that of one and two-thirds years standing—making the whole amount of interest $106,650, on all the stock that had been paid in—the United States receiving, on its 3,335 shares, the sum of $33,350.

2d. An allowance of $60,000 in the form of dividends, which it was thought had justly accrued in favor of the stockholders, and as a debt against the canal. Of this $60,000, the United States had credit to the amount of $23,350. The United States, therefore, received, for its portion of the interest and dividends, $56,700, or the equivalent thereof, in 567 additional shares of stock.

Hence, the whole amount of stock now owned by the United States is as follows:

	Shares.
Subscribed by the United States, between the 22d of January and 4th of June, 1825	1,000

Taken by the United States, and under an act of Congress of March 2, 1829, and which had been forfeited by individuals originally subscribing	1,335
Taken by the United States, and issued by the company, by virtue of acts of the Kentucky legislature of December 21, 1829, and December 12, 1831	567
Making	2,902

for the total number of shares owned by the United States.

The whole amount of stock owned by individuals (prior to 1842) was 7,098 shares.

Thus it will be perceived the capital stock of the company consists of ten thousand shares. This stock was issued as follows:

	Shares.
Issued original subscription	6,000
Issued under act of Kentucky legislature, December, 1831	1,723
Issued for loans of 1836, under act of Kentucky legislature, December, 1831	1,560
Issued 1st January, 1836, under act of Kentucky legislature, December, 1831	150
Issued 13th April, 1837, under act of Kentucky legislature, December, 1831	100
Issued 1st January, 1838, under act of Kentucky legislature, December, 1831	50
Issued 1st January, 1839, under act of Kentucky legislature, December, 1831	200
Issued May, 1841, under act of Kentucky legislature, December, 1831	217
Total	10,000

The sums of money actually paid in by the United States, towards the construction of this canal, were—

On account of first subscription, about the 4th of June, 1825	$100,000 00
On account of second subscription, about the 2d March, 1829	133,500 00
Total	233,500 00

The money dividends actually paid out by the company, to stockholders, the United States inclusive, from the 6th January, 1834, to 3d January 1842, amount to $822,539.

Of these dividends, the United States Treasury has received sums amounting, in all, to $257,778, as follows, to wit:

6th January, 1834, money dividend paid by the company to the United States	$14,010 00
7th July, 1834, money dividend paid by the company to the United States	8,706 00
5th January, 1835, money dividend paid by the company to the United States	8,706 00
3d July, 1835, money dividend paid by the company to the United States	11,608 00

4th January, 1836, money dividend paid by the company to the United States	$11,608 00
15th July, 1836, money dividend paid by the company to the United States	11,608 00
2d January, 1837, money dividend paid by the company to the United States	11,608 00
3d July, 1837, money dividend paid by the company to the United States	17,412 00
1st January, 1838, money dividend paid by the company to the United States	20,314 00
2d July, 1838, money dividend paid by the company to the United States	17,412 00
7th January, 1839, money dividend paid by the company to the United States	14,510 00
1st July, 1839, money dividend paid by the company to the United States	26,118 00
6th January, 1840, money dividend paid by the company to the United States	23,216 00
6th July, 1840, money dividend paid by the company to the United States	14,510 00
4th January, 1841, money dividend paid by the company to the United States	20,314 00
5th July, 1841, money dividend paid by the company to the United States	11,608 00
3d January, 1842, money dividend paid by the company to the United States	14,510 00
Total	257,778 00

To this amount of moneys should be added the 567 shares of stock issued to the United States, as before stated, and we have what the United States Treasury has received in the shape of interest and dividends from the canal company, in return for the moneys invested by the United States in this enterprise.

II.—Description and cost of the Louisville and Portland canal—dry-dock.

The location of the canal is shown on plat A, extending from Louisville to Shippingport; its length is about 10,800 feet. There are three lift-locks of about 8⅔ feet lift each, and 200 feet long and 50 feet wide in the clear of the chamber, and a guard-lock, all at the lower extremity of the canal.

The width of the canal is about 64 feet at the water-line in some places; at others, greater by one to four feet. The bottom of the canal was found, by the survey of it, to be such as to give a depth in the present boat channel of nearly three feet in extreme low stage. If the present irregular bottom of the canal were equalized throughout its whole width and length, by excavating the high places and filling the low places with the material thus obtained, so as to bring

the whole on the same level throughout, the bottom thus equalized would be 2.97 feet below said extreme low stage.

The depth of cutting, in the construction of the canal, was from 25 to 30 feet; and about 8 feet of this depth was solid rock, found in the bottom of the cut. The slopes of the canal are, for the most part, well paved with stone; and where the sides are vertical, the natural rock has been left, or a vertical wall of dry rubble constructed.

The details, in plan, profile, and section, of the different parts of the canal, are all to be found in the drawings attached to and forming a part of this report.

The cost of the work is made up as follows:

Interest on money borrowed to carry on the construction and allowances to stockholders	$152,827 37
Incidental account, including engineers and officers' salaries and office expenses	21,881 25
Damages for right of way	19,225 71
Real estate, consisting of two lots and two houses, near the locks	2,000 00
Locks on exchange of iron purchased and found unfit	1,792 20
Excavation, embankment, locks, masonry, pavements, and expenses incidental thereto	802,273 47
Total cost of the work	1,000,000 00

The average prices under which the work was completed, were: For excavation of rock, $1 50 per cubic yard; for paving the slopes, one foot thick, 15 cents per square yard; for excavating dirt, 15 cents per cubic yard; for lock and other masonry, $12 37 per perch of 25 cubic feet; the company being at the expense, besides, for a steam pump, and for working the same whenever necessary—the prices of provisions during the progress of the construction being about the same as at Louisville in 1843.

The final estimate of the engineer of the amounts of the work done on the construction of the canal was: Earth excavation, 655,249 cubic yards; rock excavation, 162,551 cubic yards; embankment 133,203 cubic yards; masonry, 27,713 perches of 25 cubic feet; pavement, 113,635 square yards.

The total expenditures on the work, down to December 31, 1842, including the original cost of construction and all subsequent improvements, which have been judiciously made from year to year, amount to	$1,019,277 09
Deduct "profit and loss" to the amount of	19,277 09
And we have balance of capital stock issued	1,000,000 00

Considering the numerous difficulties experienced by the company in the outset and during the progress of their undertaking, the want of confidence in the success of the work, evinced by the fact that almost all the subscribers living in its vicinity forfeited their stock after having paid instalments thereon, it may be said, on the whole, that the cost of

the Louisville and Portland canal was reasonable. Indeed, it may well be doubted, with the same difficulties and distrust of stock subscribers, and notwithstanding the advantage of more recent experience in the general economy of a work, whether the same amount of work could be done on the same line of location with less money.

The following table of facts is important, in showing, at a glance, the yearly receipts, expenditures, &c. Besides, it furnishes the data for several important calculations, which will be found in their appropriate places in this report.

TABLE A.

Expenditures and receipts on the Louisville and Portland canal, &c.

Years.	Expenses of repair, alterations, labor, and tools.	Total amount of salaries of engineers, superintendent, treasurer, and collector, all in one person, with a deputy.	Cost of dredging.	Expenses of improvements for completing the canal.	Expenses of administration, including the salaries of president, secretary, directors, office expenses, taxes, &c.	Amount of tolls received.	Annual differences of amounts of tolls received.
1832*	$14,294 20	$1,000 00	.....	$1,721 51	$2,070 94	$25,756 12	.....
1833	7,080 33	1,367 36	.....	.....	1,046 00	60,736 92	+ $34,980 80
1834	7,266 87	1,618 48	.....	11,067 45	1,088 53	61,848 17	+ 1,111 25
1835	5,593 29	2,000 00	$1,127 94	6,618 53	1,498 00	80,165 24	+ 18,317 07
1836	7,736 44	2,250 00	†10,708 57	10,320 37	2,207 28	88,343 23	+ 8,177 99
1837	11,790 70	2,250 00	3,314 85	5,942 05	1,765 80	145,424 69	+ 57,081 46
1838	12,179 08	2,250 00	2,687 46	20,846 30	1,734 55	121,107 16	— 24,317 53
1839	10,655 08	2,250 00	1,811 05	17,904 94	2,256 13	180,364 01	+ 59,256 85
1840	14,021 39	2,250 00	3,555 35	14,356 18	3,822 82	134,904 55	— 45,459 46
1841	7,203 22	3,000 00	4,176 46	‡5,832 10	2,310 00	113,944 59	— 20,959 96
1842	7,386 82	3,000 00	2,613 18	3,950 30	1,882 31	95,005 10	— 18,939 49
	105,207 42	23,235 84	29,994 86	98,559 73	21,682 36	1,107,599 78	69,248 98
	Divided by 11, gives	Divided by 11, gives	Divided by 8, gives	Divided by 11, gives	Divided by 11, gives	Divided by 11, gives	Divided by 10, gives
	9,564 31	2,112 35	3,749 35	8,959 97	1,971 12	100,690 89	6,924 99
	Deduct $500 being carried to dredging account.		Add $500 for annual repairs of dredge.				
Annual average.	9,064 31	2,112 35	4,249 35	8,959 97	1,971 12	100,690 89	6,924 99

* Prior to 1832, total of tolls received was..... $12,750 77, not included above.
Amount of tolls received (in table)..... 1,107,599 78

Aggregate tolls received..... 1,120,350 55, up to January 1, 1843.

† Of this sum, $8,128 26 was for a new dredging-machine.
‡ Of this sum, $2,194 94 was for renewing the dredging-machine.

NOTE.—Total receipts for 1843 (received too late for insertion in table) $107,974 65.

Subsequently to the construction of the canal, a charter was obtained from the legislature of Kentucky, authorizing the construction of a dry-dock, but by a company legally distinct from the canal company. Accordingly, an excellent steamboat dock has been made alongside of the locks, as shown in drawing No. 7. The bottom of

the dock is the natural rock; the sides are well constructed, and the work has proved not only profitable to the stockholders, but of great utility to the commerce of the Ohio. The original cost of the dock and the subsequent improvements have amounted to nearly $50,000.

The United States own none of the stock; but there is a clause in the charter giving the United States the refusal of the purchase of the dock upon a fair valuation, which is estimated in this report at $50,000.

The dock is under the same custody at present as the canal, and is a very useful appendage to the locks; and the cost of its management trifling, inasmuch as the working of it is done by the same hands that are employed on the canal.

III.—Proposed improvement of the Louisville and Portland canal.

Drawing No. 1 exhibits the simultaneous relative elevations of the water in the canal at its head, and in the tail bay of the lower lock. For example: the scale S, graduated into feet and quarters, erected vertically in the upper part of the canal, with its zero division at the bottom of the canal; the scale S, erected vertically, with its zero division at the bottom of the tail bay of the lower lock. Then, supposing the surface of the water in the bay to stand at 6 feet on this scale, which is the case at extreme low-water stage, the surface of the water in the upper part of the canal will stand at 3¼ feet, as shown by the scale S, and the total fall is then 25¼ feet, which is the amount of lockage in the canal at this stage of water. At extreme high water, the surface in the upper part of the canal marks 44 on the scale S, and the simultaneous elevation in the said tail bay marks 70 on the scale S; and the total fall or lockage in the canal is then 2 feet. In like manner, and by a simple inspection of the drawing, will be found all simultaneous elevations, and the corresponding fall or lockage, at any stage intermediate between extreme high and extreme low water.

All improvements of the canal must be made, in so far as they have reference to the fall, to meet the circumstances exhibited by these scales, which have been constructed from observations of unquestionable authority, and extending through a period of years of equal duration with the existing canal.

Drawing No. 2 shows the longitudinal mean profile of the present bottom of the canal, averaged throughout its whole width and length. It is proposed to excavate the bottom, so as to give 5 feet depth of water in the canal, throughout its whole width, in extreme low-water stages. This will require an average depth of cutting, throughout the whole bottom, of 2⅓ feet.

This work will be rather expensive, having to raise the excavated rock to so great a height or to move it so great a distance as one-half of the whole length of the canal in order to get it out of the way. Again: the depth of the breast of the rock to work against will be inconveniently small.

Estimate.

Excavation and removal of 24,786 cubic yards of rock, and what will be equivalent to rock, to get 4 feet depth of water in the canal in times of lowest stage, at $1 50	$37,179 00
Every additional inch depth of cutting will cost $3,008; so that if we wish the cost of excavation to get 5 feet depth in the canal, in times of extreme low water, we have to augment the cost answering to the depth of 4 feet by the sum of.....	36,096 00
	73,275 00

It is to be hoped that some of this rock would come out in such shape as would make it useful for purposes of construction in other parts of the proposed improvements.

The upper portion of what is technically called the upper level of the canal, is represented on drawing No. 3.

At this upper entrance a strong current sets off over the falls of the river in the direction shown in the drawing, so as to make it quite inconvenient for ingress or egress of boats.

It is proposed to remedy the inconvenience, not to say evil, by the construction of a floating boom of timbers, well trussed and sustained in the position B, by three thin though substantial piers of hydraulic masonry, and to attach the extremity of the boom to the end of the canal wall, shown in the drawing, by a hinge of such construction as to allow the boom to rise and fall with the water, and in perfect obedience to the variable stages of the river.

When the canal is not in use, the boom may be easily swung into the position B; in that position, it will serve greatly to glance off drift-wood, and send it over the falls down the river. The present efficient superintendent of the canal has it in contemplation to construct a boom at the entrance, upon this plan, which may be regarded as his own idea, and which cannot but be highly commended.

Estimate.

Excavation of mud, and work, for the foundations of the piers.....	$500 00
150 perches of hydraulic masonry, for three piers for the boom to rest against, at $10 per perch.....	1,500 00
Boom of wooden frame and truss-work fastenings, &c.....	3,000 00
	5,000 00

The piers would afford excellent stands for lights, which are much needed in dark nights at the entrance of the canal; and it is believed they would not offer any serious impediment to the natural navigation up and down the falls, at those stages when the canal ceases to be

used; nor is it presumed that so much drift-wood or silt would lodge against them as to produce any serious inconvenience.

On this same drawing (No. 3) will also be observed other contemplated work for the improvement of the canal near its upper end. It is proposed to cut off the projecting angle A, and to shape the side of the canal at that place in the form of a curve, shown by the dotted line. This angle removed, a much more convenient ingress and egress will be insured; besides, room for a convenient harbor or recess for boats will be obtained at that place.

It is also proposed to erect a stone wall on that side of the canal where the top of the natural rock is shown, for an extent of about seven hundred feet, to a height of about ten feet above the rock, the inner face of the wall to be vertical.

Estimate.

Excavation of 908 cubic yards of rock, at $1 50.....	$1,364 00
1,120 perches of wall, at $3.....	3,360 00
This supposes a depth of 4 feet at lowest stage—if we have 5 feet, add.....	165 00
	4,889 00

It is probable that some of the rock excavation from the angle A, will answer for the construction of the wall.

Drawing No. 4 shows that, at present, parts of the canal have their sides, contiguously with the water, of jagged rock, projecting out from under the vertical wall which has been erected on that rock, so as to endanger the sides of boats as they pass along the canal.

This projecting rock is shown in plan by the irregular line seen in the drawing, and in profile, at R, in the cross section of the canal. The drawing of the cross section also exhibits the wall that has been well constructed by the company, along the sides of the canal, and resting upon the natural rock. These walls are constructed in dry masonry, and of large stone, with their inner faces vertical, and with such care as to make the work of a permanent character.

Experience has shown that where the inner sides of the canal are vertical instead of being of a slope next to the water, much less of river silt is deposited. The vertical sides are also better adapted to the shape of the boats than the sloping sides. Indeed, it has been clearly demonstrated, during the operations of the Louisville and Portland canal, that the rectangle is far preferable to the trapezoid for the cross section, for all that portion, at least up as high as the centre of the wheel-houses. For these reasons, the rectangle has been adopted in all of the contemplated improvements.

The vertical walls represented in the cross section of the drawing constitute one of the principal improvements made in the canal since it was first opened, referred to in table A as "improvements for completing the canal."

Estimate.

Excavating 9,300 cubic yards of rock, now projecting into the canal, at $1 50	$13,950 00

Drawing No. 5 exhibits the lower portion of the existing canal where its sides are of a continued slope quite down to the bottom, as one of the cross sections of the drawing represents. This is the trapezoidal shape referred to as having been shown by experience on this canal to be objectionable, and less adapted to the shape of boats, and affording more surface for the silt to settle upon, than if the inner sides were vertical.

The plan for the improvement requires this portion of the canal to be widened, by cutting out the foot of the slope on both sides, so as to leave the sides next the water vertical; the bank that would be left being sustained by erecting vertical walls, as the other cross sections of the drawing show.

This method will effect a double object; the required width of water way for the canal will be obtained, and the requisite verticality of the sides maintained, and that, too, without any damage to the old embankment of the canal.

The excavation requisite for this part of the improvements will be, however, necessarily expensive, owing to the solidity of the old banks, the material of which they are composed, and the height to which the excavated material will have to be raised, or distance to be transported, in order to get it out of the way.

This excavation will not be of the natural rock, but will consist of the old loose rock and earth of which the embankment is formed in this portion of the canal.

Estimate.

4,037 cubic yards, to be excavated from the bottoms of the slopes, and removed, at 25 cents per cubic yard	$1,009 00
540 perches of sustaining walls, at $3	16,320 00
	17,329 00

Drawing No. 6 represents the plan proposed for the construction of "passing-places" for boats of such dimensions and so shaped as to allow them to pass each other while both are in motion, or while one may be at rest, at their own option.

Two of these recesses will be required to be constructed—one at a distance of about 4,200 feet above the present guard-lock of the canal, on the north side, and the other on the south side, about 7,200 feet above said lock.

These passing-places will be expensive, having to remove a heavy embankment already constructed, in order to place them at the required points in the line of the canal.

The total width of the water-way at the recesses, including the

width of the canal proper, will be 128 feet in the clear; and from point to point, where they begin to fall back from the canal, the distance is 900 feet; leaving the widest part of the recess 300 feet long by 64 feet wide, as shown in the drawing. The sides of these bays are to be of a vertical wall, so that the cross section of the whole water way, canal inclusive, shall be rectangular.

It is believed the curved sides represented in the plan are best adapted to an easy motion of the boat; also, to prevent a deposition of silt, there being no dead angles in the case.

Estimate.

Excavation of 46,154 cubic yards from old, and put into the new embankment, at 25 cents	$11,538 00
Excavation of 10,757 cubic yards of rock, at $1 50	16,135 00
1,440 perches of walling, at $3	4,320 00
126 perches of paving, at 75 cents	945 00
This being for four feet—add, for 5 feet depth	2,132 00
This sum being for one recess	35,070 00

Drawing No. 7 represents, in detail, the existing group of locks of the canal; also, the Ohio river immediately at the foot of the lower lock; also, the part of the upper level of the canal immediately contiguous to the upper extremity of the group; also, the dry dock and buildings, and ground near the locks, and belonging to the company.

This drawing likewise exhibits the location and plans, in detail, of the proposed two new locks to be constructed alongside the old ones. It is in contemplation to have the total lockage divided into two lifts of 12.62 feet each; the chambers of the locks to be 320 feet long by 64 feet wide, in the clear; leaving the three old locks, which are about 200 feet by 50 feet chamber, and of 8.41 feet lift, for the accommodation of the smaller class of boats.

Estimate.

Excavation of 80,322 cubic yards of alluvium and clay, at 15 cents	$12,048 00
Excavation of 31,360 cubic yards of rock, at $1 50	47,040 00
Masonry for locks, 11,866 perches, at $7	83,062 00
Gates, 4 pairs, including machinery, at $1,500	6,000 00
	148,150 00

It will also be seen, on the same drawing, that it is proposed to excavate from the foot of the slope of the side of the canal, so as to get sufficient width of water at the upper extremity of the proposed new group of locks, and to sustain the portion of the old bank that will be left by a vertical wall.

This improvement will give an ample bay at the head of the locks, for manœuvring boats and for entering the dry-dock.

Estimate.

19,216 cubic yards of excavation out of the foot of the slope, at 25 cents per cubic yard	$4,804 00
2,526 perches of sustaining wall, at $3 per perch	7,578 00
	12,382 00

Drawing No. 8 represents the longitudinal and transverse profiles of the natural ground where it is proposed to construct the new locks.

Should the foregoing contemplated improvements be made, the canal will be adapted to the most approved steamboat navigation that can be reasonably expected on the Ohio river.

The canal would have an uninterrupted width of water-way of 64 feet, at least; also, two intermediate passing-places, with ample space for boats at the head of the canal, and immediately at the upper extremity of the double group of locks. The depth of water in the canal throughout would be five feet at times of extreme low water, and boats could pass through without detention, and without scraping their bottoms and sides.

The existing canal is about 64 feet wide; and experience has shown what philosophy proves, that with this width, less sediment occurs in the canal, than if it were throughout sufficiently wide to allow two boats abreast.

The width of 64 feet, together with a sufficient number of passing-places, are practically demonstrated as being a much better arrangement than a double width throughout the whole canal, without recesses. The agitation of the water, by boats passing through, being greater upon a width of 64 feet, than with the same number of boats upon a width of 128 feet, the earthy matter is held more in suspension, and of course more readily drawn off through the locks into the lower Ohio.

In the existing canal, the deposites occur chiefly near the upper entrance and in the lower locks; little in comparison is deposited in the intermediate portions of the canal.

The yearly expense of dredging out and removing the mud deposite, by a steam-dredge kept for the purpose, forms a very considerable and ever-to-be-continued item in the annual expenses of the canal.

For the last eight years, as shown by table A, this item has amounted to $4,249 annually, being nearly 25 per cent. of the whole average yearly expenses of the company.

It will be seen that the total of all the preceding sums, or estimate of the cost of all the improvements deemed necessary to adapt the existing canal around the falls to the wants of the present and future steamboat navigation of the river, (including an item for contingencies of $10,348,) amounts to $355,298.

Deduct from the whole number of shares what belongs to the United States, and what will have been purchased of individuals (and intended to be conditionally transferred to the United States) up to

the 1st of January, 1844, and include the dry dock, we shall have the following items to estimate for:

1st. Improvements to the amount of $355,298.

2d. 6,151 shares to be purchased of individuals.

3d. Dry dock.

If the stock could be purchased at $100 a share, we should find the amount of the estimate to be $1,020,398.

The dry dock is included, at nearly its original cost. This dock ought to go with the canal, should the purchase be made. The income of it might be made to defray, in part, the annual expenses of the custody of the canal.

IV.—Expenses of maintaining the canal.

By reference to table A, it appears that the expenses of the canal, excepting the item for improvements, have averaged $17,397 per year since it went into operation. This may be regarded as the necessary yearly expense of maintaining the work, and conducting all its operations. Should the canal be improved to the extent required, its operations would be enlarged, and its necessary yearly expenses for repairs, custody, &c., would probably amount to $25,000. To maintain the canal free, this sum would have to be raised from some source other than tolls.

If, however, tolls are to be charged to realize $25,000 annually, it is proper to know, in anticipation, the probable rate of the toll upon a given amount of freight passing through the canal. This is determined thus: the average number of tons freight passed annually through the canal has been $137,075. That part taken from the whole toll, to defray the necessary annual expenses of the work, has been at the rate of 12.69 cents per ton of freight; or, if estimated with reference to the tonnage of the boat carrying the freight, it will be found to have been at the rate of 9.52 cents upon each ton of the boat's measured tonnage.

Supposing the same average rate of trade to continue for a period of coming years, and the average business of the canal the same as heretofore, we shall find, in order to realize $25,000, the toll per ton of freight will be 18.34 cents, or 13.68 cents per ton of measured tonnage; so that a boat registered at 400 tons would pay $54 72, and one of 150 tons would pay $20 52, to pass through the canal. But as the boats are only a means for carrying on commerce, these charges would ultimately rest upon the producer and consumer.

Again: should the average business of the canal for twelve coming years be greater by fifty per cent. than the average for the past twelve years, as believed by many, the tolls, to realize $25,000, will diminish in the ratio of fifty per cent., and be found to be about twelve cents upon a ton of freight, or nine cents upon one ton of the boats' measured tonnage.

V.—Additional pecuniary benefit consequent upon rendering the canal free.

Although the canal has taken toll, the commerce of the West has annually realized a benefit of $180,788 as a direct consequence of the

construction of this work, to say nothing of the saving from the item for pilotage over the falls; and should the present policy obtain, of allowing the canal to continue its tolls, still, this commerce would also continue to be annually benefited by the canal by the sum of $180,788. But, should the canal become free, an additional advantage would accrue to commerce, and the measure of this is now to be estimated thus: The annual sum, on an average, collected as tolls, has been $93,362. This, of course, would have been an additional annual saving to commerce, had the canal been maintained without charge to the trade. Therefore, the same rate of business continuing, there will be the sum of $93,362 as the measure of the additional saving that would be consequent upon rendering the canal free.

Let it be supposed, now, that tolls be charged only to realize annually the sum of $25,000, for maintaining an improved canal. This sum taken from $93,362, will leave $68,362 as the measure of that additional saving; and if we take into account an increase of business of only 23½ per cent., we shall find the measure of the additional saving to be $84,427 annually.

This saving in the next coming fifteen years will amount to $1,266,405, which is near the cost of all the required improvements, the stock yet to be purchased from individuals and of the dry dock. If the business should increase by 50 per cent., the annual additional saving would amount to that sum in twelve and one-third years, commencing from the 1st of January, 1844.

BED OF THE FALLS.

Plat B, which accompanies this report, shows the bed of the river at the falls, and the extreme low-water and usual low-water channels. Of these, there are three principal ones, called "Kentucky chute," "Middle chute," and "Indian chute," neither of which is navigable, however, by steamers, during the lowest stages of the river.

On the same sheet are also represented transverse and longitudinal profiles of the rock in various directions, giving an adequate idea of the natural rock-bed of the river extending all under these rapids.

VI.—ACTION OF THE WATER AT THE FALLS OF THE OHIO.

The barrier of rock extending across divides the Ohio into two parts, forming a deep pool immediately above, also a pool below the rapids.

When the river rises, both pools rise, but not equally; the lower one rises by a greater amount in a given time, than the rate of rise of the upper pool. A similar law is observable as the river subsides; that is, the lower one falls more in a given time than the upper pool.

These circumstances are of great importance in projecting works for the improvement of the navigation.

By a long series of accurate observations, the law of these relative rates of rise and fall has been obtained; and having tested the truth of what will be here briefly submitted on this point in repeated instances, with the level, I have confidence in presenting the curve

which I have constructed for the purpose of expressing this law of variable fall.

The curve is seen on drawing No. 9. To find the total fall, from the upper to the lower pool, (which are separated about 1¾ mile) lay off on the axis OX the depth of water found in the upper part of the existing canal; erect the corresponding ordinate, and this, referred to the axis OY, will give the number of feet and tenths of the total fall at the time.

For example: suppose we should find 10 feet depth of water in the upper part of the canal, or upon the crest of the rock at the head of the falls, (which rock is nearly at the same level as the bottom of that part of the canal;) lay off this on OX; it will, of course, extend from zero to 10; erect from 10 the vertical ordinate, which, being referred to OY, will give 13.6 feet for the difference of level at that time of the surfaces of water in the upper and lower pools.

If we should find 3.4 feet water on the crest of the rock, the curve will give 25.45 feet as the total fall in the falls of the Ohio at this stage. If we find 6 feet depth on the crest, which is extreme high water, the corresponding ordinate of the curve will give 1.4 foot for the total fall from the head to the foot of the rapids, at that state of water.

In like manner will the curve give the fall answering to any depth found on the crest of the natural rock at the head of the falls; the place at which these depths are to be measured being in the middle of the channel proper, which is in the "Indian chute," or in the upper part of the canal.

VII.—Annual freshets.

The annual freshets and stages of the Ohio are marked by well-defined periods, from a long series of observations, to wit: first, from 1st January to 1st July; second, from 1st July to 1st September; third, from 1st September to 1st January in each year. The effects during these periods at the falls, and the corresponding stages of water in the upper and lower pools, are exhibited to the sight on drawing No. 10, and are there better explained than by any other method.

Boats can descend the falls, as a general rule, during the first period —the water in that period being of sufficient depth, and the total fall between the upper and lower pools sufficiently reduced to allow of the descent. During a small part of that period, boats can also ascend the falls in the "Middle chute."

By a careful inspection of the drawing, it will be seen that the second and third periods are those when the navigation is required to be provided for by artificial means.

In projecting plans for improving the natural bed, care should be taken not to interfere with or impair the natural facilities which the river affords to the navigation during the first period, for it will be seen that period embraces half of the year; and, although the winter season occurs in that time, still a considerable portion of it is a time of much business on the river.

VIII.—Stages of water, and ability of boats to ascend the falls of the Ohio.

Drawing No. 11 shows the longitudinal profile of the rock-bed of the river, along the Middle chute, and at what stages of water boats can and cannot ascend that chute. It also shows the total fall between the pools to be 12½ feet, when those of the smallest draught can just ascend by the power of their own engines. The rate of ascent is then seen to be 6.473 feet vertical to one mile horizontal; and when the stage of water is such that the total fall is greater than 12½ feet, it is impossible for these boats to ascend that chute.

When the stage of water gives the difference of the level of the two pools 8.86 feet, or the ascent at the rate of 4.598 feet vertical to one mile horizontal, then all classes of boats can ascend with ease. No artificial constructions are, therefore, necessary to aid the navigation for higher stages of the river; nor should any works be made which shall interrupt the navigation the chute naturally affords at those high stages.

The limits above given, in reference to the ability of boats to ascend an inclined surface of water, result from facts obtained from observations, and which I have tested with such care, that I have the utmost confidence in adopting them as data in reference to improvements of these or any other river rapids navigated by steam.

Let us now pass to the Indiana side of the falls. Drawing No. 12 exhibits the longitudinal profile of the rock-bed along the crooked channel called the "Indian chute." It also exhibits the result of an important experiment, which, together with what precedes upon this point, will give us all information needed for present practical purposes relative to the capacity of a boat to ascend an inclined surface of water.

It will be seen in the drawing, that on a time when the fall between the upper and lower pools was 13½ feet, or the ascent 5.1 feet vertical to one mile horizontal, the steamer "Uncle Sam" (owned by Paul Anderson esq., and to whom I am indebted for valuable information on the subject) barely ascended that channel. Her measured tonnage was 440, and she drew at the time 9.5 feet water, and was propelled by an engine of 250 horse-power.

The steepest part of the ascent was 8.27 feet vertical to one mile horizontal. This ascent was but barely accomplished, and would never again be attempted knowingly.

From all the facts in reference to both chutes, it results that that stage of water giving the total fall between the upper and lower pools less than about 9 feet, is the highest stage to which artificial aid need extend; that between the limits of 13½ and 9 feet fall, artificial works may assist, but at the same time may be so indiscreetly made as to interfere with the natural navigation, good enough in itself; but between the limits of 13½ feet and 25½ feet fall between the pools, artificial constructions may be made, so as to assist much in the navigation of the falls, descending and ascending.

IX.—Silt and drift-matter of the Ohio.

In treating the subject of the Louisville and Portland canal, reference was made to a large annual expenditure for dredging mud which accumulates just below, and in the lower locks, and at the upper extremity of the canal. The lessons afforded by the circumstances of this case may be of signal benefit to the practical engineer engaged in works on the western rivers. In projecting improvements at the falls of the Ohio, the silt and drift-wood must not be omitted; indeed, they offer the most serious obstacles to the successful working of all improvements the most skilful can possibly devise.

The enormous amount of alluvium at the foot of the falls—accumulated more abundantly there by the very cause which is found in the fact of the rise being more rapid in that neighborhood than above—evinces that, as the cause will remain, so will the effects continue.

Not only soft matter, but small stones, known to come even from the tributaries of the upper Ohio, attached to floating ice, roots of trees, &c., on reaching the rocky barrier of the rapids, are detached, and then, by the force of the current, are carried over, and deposited in the vicinity of the foot of the rapids; and particularly are they found accumulated at the foot of the Kentucky chute in great quantity.

I have determined, by experiment, in reference to the earthy matter held in suspension in times of high water, at the falls, the following results, to wit:

A given volume of muddy water is to the volume of the mud contained in it as 1 is to 0.01923. By separating the same volume of muddy water into clear water and mud, the resulting volume of clear water is to the resulting volume of mud as 1 is to 0.01961. The specific gravity of the muddy water as it runs in times of high water, is 1.2745; that of the clear water obtained by the separation being 1.0000, and the specific gravity of the earthy matter after separation is 1.5480.

Hence, in every 100 cubic feet of water passing the falls in times of high stages, there also passes in the same time, suspended in that 100 cubic feet, very nearly two cubic feet of mud.

The area of the cross section of the stream taken on the crest of the rock at the head of the falls is, then, 96.128 square feet, and the velocity of the stream may be proximately estimated at four miles the hour.

From these data, it is calculated that there passes over the falls during every 24 hours, in the high stages of the river, 936,998,454 cubic feet of mud. This uniformly spread over a section of land (one square mile) would cover it to a depth of 33.6 feet!

We need not, therefore, be surprised at the fact of ten feet depth of mud being found deposited in the locks of the existing canal during a single rise of the river. Sometimes, the accumulation is so great, that serious detention occurs to boats passing through during the time when all the force that can be raised are dredging the mud to open the gates.

In times of high water, vast quantities of drift-wood pass the falls. The channel which it takes in passing depends chiefly upon the direc-

tion of the wind. This drift-wood is a very serious inconvenience to the existing canal, and it would be found one of the strongest difficulties to contend with in keeping any work free from being choked at every rise of the river.

It is not difficult now to perceive that constructions might be made seemingly upon a perfect plan, and on a grand and extensive scale, in the bed of the falls, which in a very few years would be absolutely useless, from the accumulation of silt and the effects of drifting matter. They might not only not afford any improvement to the navigation, but they might seriously injure the natural navigation which now exists for some portion of the time.

X.—Proposed improvements.

There are four methods by which the bed of the falls of the Ohio may be improved. They, with their probable cost, will now be given in order.

First method. To blast out the rocky places now in the way of the navigation of the Indian chute at extreme low water. All these places are numbered from 1 to 7, inclusive, and represented on drawing No. 13. Rocky place No. 7 is very dangerous at a certain stage, and should be improved, at all events, to the cost of $7,600.

This method of improving Indian chute may be denominated the method of the falls pilots, whose business it is to pilot boats down the falls for a consideration which comes ultimately out of the producer and consumer. These pilots are appointed under the laws of Kentucky and Indiana, and find lucrative employment in times of dangerous stages of water at the falls.

Should the plan of the pilots be executed agreeably to the recommendation of the Committee on Roads and Canals in the United States Senate in 1840, it would unquestionably afford some ease to the navigation. Less difficulty would be experienced in piloting a boat down the falls at particular stages. But if the rocky places were blasted, to attain sufficient width of channel, it would only be of use to a descending navigation; for the rate of ascent in low water (the very time when most needed) would be 15.5 feet vertical in the steepest place, and on an average throughout 9.444 feet vertical to one mile horizontal, which exceed the limits we have practically demonstrated for the ability of boats to ascend. (See drawing No. 12.)

Again: the mean depth of water, in low stages, at the head of the falls, on the crest of the rock, is but 3½ feet; and were the plan executed as recommended by that honorable committee, with the condition, to use their own language, "that the channel is not to be blown out of the rock, which forms the dam across the river at the head of the falls," &c., still, the descending navigation would be of no use whatever, at that stage, for boats drawing over 3½ feet, because of the impossibility of their getting over the crest of the rock. That committee seems to have given much weight to the opinions of the pilots, in the absence of accurate surveys and minute measurements, which are the only sure data for any plan of improvement. The truth is, as shown by actual surveys, what was supposed by pilots would

cost $15,000, and estimated by the committee to cost $150,000, would cost $64,405.

Were this sum expended in blasting out the rock, as literally recommended in the report of the committee, it would be not so much in aid of commerce as it would be in aid of the falls pilots: commerce would be very little, if at all, benefited by it; for, although the pilotage per boat might be a little less, insurance would be no less, the descent continuing as steep, and, on that account, as dangerous as before; and as the time would be increased for the services of the pilots, so would the total amount they receive from the boats be augmented.

To give this plan of the pilots safety, it would be necessary to add what may be termed a "supplement" to it; which would consist in cutting a channel through the crest of the rock 100 feet wide at least, represented in position by A B, on drawing No. 13; and erect canal walls on each side, with a double set of steamboat locks at A, of one lift of 12 feet; and thus overcome the steepest and most dangerous part of the descent. The remainder of the descent to the bottom of the falls would be 6.5 feet vertical to one mile horizontal; and might be safely descended by the aid of skilful pilots, notwithstanding the extreme crookedness of that chute. But it has been before shown, that this 6.5 feet vertical to one mile horizontal could not be ascended in the present state of the ability of steamboats. Therefore, this plan of the pilots, even if carried out to the full extent of its merits, by the addition of the supplement, would afford no aid to the ascending navigation, until the improvements in boats shall be made so as to enable them to ascend an inclined surface of water, by the power of their own engines, of 6.5 feet vertical to one mile horizontal.

The supplement provides for a depth of water, at extreme low stage, in the artificial channel through the rock at the head of the falls, of five feet; this being the minimum depth admissible for an improved steamboat navigation at these falls. It will also be seen, that by the lift-lock at A, the idea of not drawing off the water from the upper pool, so strongly insisted on by the committee of the Senate in their report, is maintained—the effect of the supplemental improvement upon the level of the water in that pool being the same as if the present rock were left in its natural state, to all practical purposes; since the quantity drawn off in passing one boat, or the whole number that could be passed in a day, would be insensible, compared with the immense volume of water in that pool.

Estimate.

Excavating and removing rock at—	
Site No. 1, 200 cubic yards, at $5	$1,000
Site No. 2, 20 cubic yards, at $5	100
Site No. 3, 50 cubic yards, at $7	350
Site No. 4, 12,500 cubic yards, at $5	62,500
Site No. 5, 10 cubic yards, at $7	70

Site No. 6, 55 cubic yards, at $7	$385
Site No. 7, 3,800 cubic yards at $2	7,600
	72,005

Supplement.

Excavation of 27,650 cubic yards rock from under water, (difficult to accomplish,) at $5	138,250
2 locks (side by side) at A, 12 feet lift—or total lockage—each 320 feet by 64 feet in the clear of the chamber, gates, and fixtures	125,000
Suspension bridge between locks and shore	15,000
Masonry for side walls of channel, 6 feet high and 5 feet thick, 10,740 perches, at $15	161,100
	511,355
Superintendency and contingencies, 3 per centum	15,340
	526,695

The probable cost of the first method of improvement is entirely too much in proportion to the benefit to be derived. The expense of maintaining a work only adapted to a descending navigation, and that but an indifferent one, requiring pilotage too, would be nearly as much as for an improvement that would answer a whole instead of a half purpose.

Suppose this plan, however, to be executed, (at an expense of $526,695,) and found to answer a good purpose for a descending navigation; how long would it be before commercial interests would demand a free improvement for an ascending navigation? And thus, in the ultimate, the total cost of this first method would be thrown aside, inasmuch as it could not be made a part of an improvement best calculated to subserve both the ascending and descending navigation. This first method, therefore, ought to be rejected.

Effect of the rock barrier at the falls upon the permanency of the navigation between Louisville and Cincinnati.—It will be seen that the improvements do not contemplate drawing the upper pool to a lower level than that already provided by nature.

Sheet C exhibits the details of profiles of the rocky barrier; also a longitudinal connected profile, embracing the rocky bed, from the lower to the upper pool, with the bed at Six Mile Island bar, Twelve Mile Island bar, and Grassy Flat bar, together with the cross sections of the Ohio at these bars; all of which are represented on sheets C′, C″, C‴.

At extreme low stage, the water on these shoals, in the deepest part of the track of navigation, is as follows, to wit:

Rock dam at the head of the falls	3.33	feet deep.
Six Mile Island bar, six miles above the falls	9.30	"
Twelve Mile Island bar, 12 miles above the falls	3.80	"
Grassy Flat bar, about 18 miles above the falls	2.80	"

The barrier at the falls has an effect to hold a certain portion of the water, for miles above, in equilibrio. The water, however, contained in the basin between the falls and Grassy flats will only be considered in the discussion.

The running prism of water superposed and moving on the portion in equilibrio, disregarding evaporation, is that which is discharged over the crest of the rock at the head of the falls, where, at extreme low stage, the area of the cross section of the running prism is 4,601 square feet, and the mean depth of the section 1.996 foot. The area of the cross section of the same prism at Grassy flat is 9,760 square feet and the mean depth of the section 3.911.

During a stage of extreme low water, suppose the running prism to be (as it will be) in a state of "permanent motion," as defined by Bellenger; and suppose the quantities discharged in the same time through the two sections equal, abstracting evaporation; the velocity at the Grassy Flat section will be $\frac{4601}{9760}$ of the velocity at the falls section.

Now, let us suppose the rock cut away at the falls, so as to increase the cross section of the running prism there by 167 square feet, which is the amount it would be increased, provided we leave out the locks in the supplement to the pilots' method of improvement, and thus have an open canal of 100 feet wide.

By a simple calculation from the foregoing data, obtained from the surveys, and expressed on sheet C, we find that, in order to restore the permanent motion of the prism, we should be under the necessity of increasing the cross section of the prism at Grassy flat, so it should be 10,123 square feet, or greater by 363 square feet, at extreme low water, than at present. The steamboat channel there is now only 2.8 feet deep at that stage, in the deepest part of the track. To secure a width of 200 feet, so as to make that section greater than at present by 363 square feet, we should have to excavate that bar so as to leave the bottom of the new channel 1.81 foot lower than the bottom of the existing channel.

Upon the same principle, if Grassy Flat bar be dug away, it might become necessary to dig away the top of another bar further up the river, to restore the permanent motion of another prism, and so on.

From these results it will be seen that a removal of the rock barrier of the Ohio, extending across the river, analogous to a dam, separating the stream into two parts, or even cutting a channel and leaving it open, cannot be done without great risk of injuring the navigation between Louisville and Cincinnati at certain places, where, in low stages, there is now barely depth enough to allow of 2.8 feet draught.

At lowest stages of water, one inch more or less depth on Grassy Flat bar is considered of consequence by those engaged in the navigation.

No construction should be made at the falls which may tend to diminish the depth on that bar.

The second method of improving the bed of the falls consists in constructing a canal, extending in a direct line from the head of "Middle chute" to the foot of the "Kentucky chute," as shown on drawing

No. 13, and marked CD; the natural rock to be blasted off in places where required, to form a sufficiently smooth bed, with a declivity in the direction of the axis of the canal of $\frac{1}{10000}$, (see drawing No. 14;) the side walls of the canal to be built to a height of 2.44 feet above that stage of water when the canal would cease to be used—the total fall in the rapids then being so much reduced that boats would ascend by the power of their own engines; the inside faces of the canal walls to have a slight batter, and the outside to have a greater batter. Drawing No. 14 shows all the details of this second method in a clearer manner than can be expressed in words.

The extent from the upper extremity of the canal to the foot of the locks would be nearly two miles; the width of the canal at the water-line of low water, 64 feet; the water to be 5 feet deep in the upper end of the canal, and 6 feet on the mitre-sill of the upper lock, in times of extreme low-water stages.

The locks to be double, and divided into two lifts of 12½ feet each; their chambers to be 320 by 64 feet in the clear; and to have a commodious head bay for the manœuvring of boats without damage, while in the act of egress or ingress; and the canal to have one passing-place for boats, and that located at its middle point, as the drawing shows, and of the same form as those projected for the Louisville and Portland canal, and of course possessed of similar facilities.

Estimate.

Excavation for lock pits, 41,292 cubic yards rock, at $1 50	$61,938 00
Masonry for locks, 23,000 perches, at $8	184,000 00
Lock gates and machinery for eight pairs, at $1,400	11,200 00
Excavation of rock for bed of canal, 53,977 cubic yards, at $1	53,977 00
Coffer-dams for this excavation	10,000 00
Masonry for side walls of canal, 95,200 perches, at $8	761,600 00
Masonry for side walls of canal, 21,969 perches, with iron clamps and dowels, at $10	219,690 00
Guard-gates and piers at head of canal	5,000 00
Iron suspension foot-bridge between the locks and the shore	5,000 00
	1,312,405 00
Superintendency and contingencies, 3 per cent	39,372 00
	1,351,777 00

The advantages of the site are, that the natural rock is of such form all the way as to give, comparatively, the least rock excavation, as shown in elevation on the drawing. There is no earth to be excavated, nature having done that part of the work. The line or axis of the work is nearly parallel with the mean current of the stream at high stages. All the lockage is brought to one place, at the lower extremity of the canal, and of tolerably easy access from the shore.

The objections seem to be, that the silt mentioned in treating upon

that subject would accumulate in the immediate vicinity of the foot of the locks, and require a heavy annual expense for dredging; also would the difficulty of entering the upper extremity of the canal be a serious objection, and there are times when the canal would be filled with drift-wood. These objections are common to every work that can be projected for the improvement of the bed of the falls, but it may be said to apply with as little force to this method as to any other. It would require an additional sum of $250,000 to the estimate to obviate all the objections to this method.

In times of extreme high water the canal would be submerged, and during a subsidence of the water, logs, brush, &c., would lodge on the walls. So might it be with any work at the falls. In 1832 the water rose to a height of forty-four feet, in the upper pool, above the top of the rock forming the bed at the head of the falls. This is the stage which has been called extreme high water in this report. But who can assign limits to the rise of the Ohio? and what work, within any reasonable degree of cost, could be made to shut out the water in its highest possible stages?

The third method (drawing No. 15) consists in excavating a canal (EF) 128 feet wide and 7,458 feet long, and locking from its extremity E, down into the head of the "big eddy," seen in the drawing; then to cut the sluice S, of 128 feet width and 4,413 feet long, from the head of that eddy, entirely through Goose island, and across a point of Rock island, into the pool below the rapids. The inclination of the bottom of the sluice to be 4.5 feet vertical to one mile horizontal, which we have shown to be of easy ascent for boats of all classes. It is believed the width assigned for the sluice would afford spread enough for the water to allow a boat to ascend that inclination.

All the lockage of the canal would be at its lower extremity, the "big eddy" forming the tail bay of the group of locks. There should be two double locks, the two lifts to be 9 feet each, and the chambers 320 by 64 feet in the clear. The walls of the canal to be very little, if any, above the surface of low water, but firmly fixed to the rock below.

The plans, elevations, sections, and details of this method are all to be seen on drawing No. 15.

Estimate.

Excavation for lock-pits and construction of locks.....	$166,080 00
Excavation of rock for bed of canal, 98,050 cubic yards, at $3.....	294,150 00
Masonry for side walls of canal, 11,932 perches, at $13..	155,116 00
Excavation of rock for sluice, 241,053 cubic yards, at $1 50,	361,579 00
	976,925 00
Superintendency and contingencies, 3 per cent.....	29,308 00
	1,006,233 00

It will be seen, from the elevation, that, with the exception of the locks and the lower part of the canal, the work would be submerged,

excepting extreme low water. The water is very deep at E, and it is believed the force of the natural channel would sweep along all the silt that would pass through the locks, and we should thus avoid an annual expense for dredging. The drift-wood would float over the work in times of high water without injury, for then the canal, locks, and sluice, would be totally submerged to a depth of from 10 to 20 feet. The width of the canal and sluice would allow two boats to pass each other at any place. The walls of the canal being only as high as the surface of the low water, that volume of water displaced by the boat would be easily displaced over them, and the swell or wave in front of the boats would be of little effect to retard their motion. But it would not be safe for one boat to ascend the sluice while another should be descending. This would cause serious detention at the head and foot of the sluice. Again: the entrance at the upper end of the canal would be at an inconvenient distance from the shore, and difficult to enter. Neither would the locks be of easy access from the main shore, and there would be times when it would be impossible to open the gates at the very time when they would be most needed. The suspension bridge, which would have to be erected for communication, would be liable to be swept off by drift-wood.

No serious inconvenience would be experienced in this mode of improvement from a deposition of silt; and, on this account, it is perhaps the best plan that can be devised for improving the bed of the falls, but great inconvenience would arise from drift-wood.

The fourth method consists in the sluice S, (which has been described as a part of the third method,) and a dam GH, with locks, instead of the canal EF, as shown on drawing No. 15.

The plans, elevations, sections, and details of the dam, are all clearly represented on drawing No. 16.

The dam to be just high enough to raise the water above it so that it should be 5 feet deep at extreme low water on the crest of the natural rock at the head of the falls, which, at that stage, would make the water deeper by about 1.67 foot than in the natural condition of the falls. The total lockage would be 21 feet. There should be two double locks, of 10½ feet lift; they would be of the same horizontal dimensions, and nearly in the same place as those recommended in the third method, *i. e.*, 320 feet by 64 in the chamber, and located at the head of the "big eddy."

Estimate.

Sluice, as before, through Goose island.....	$361,579 00
Crib foundation in deep channel, 10,400 perches, at $4.	41,600 00
Masonry for dam, 4,420 perches, at $10.....	44,200 00
Stone backing for dam, 3,221 perches, at $1 50.....	4,832 00
Locks, (double set,) 10½ feet lift each.....	193,194 00
	645,405 00
Superintendency and contingencies, 3 per cent.....	19,362 00
	664,767 00

This method of improvement is, at first view, the most tempting of all. The comparatively small estimate of its probable cost; the numerous examples of successful improvement, *thus far*, by locks and dams upon the Kentucky and Green rivers, are recommendations in favor of this method of improving the falls of the Ohio. But the full merits or defects of those improvements have not yet had time for development.

The objections to the sluice S have already been stated, as well as its advantages for keeping itself clear of all deposites, and need not be repeated. The objections to the dam are strong: 1st. Although ever so strongly built, it would be liable to injury from ice and drift-wood. 2d. It would be an obstacle to the natural navigation of the falls, in the first and third periods mentioned in another part of the report, and at times in those periods when the locks could not be used conveniently, being entirely submerged; then there would be a liability of all navigation being stopped for a time. 3d. It being transversely across the stream, would check the suspended silt and drift-matter that has been shown to pass over the falls in such immense quantities, so that in a few years the harbor of Louisville would probably be seriously injured, if not entirely filled with a deposite of mud, intermixed with brush, logs, trees, &c. In like manner might we expect the landing at Jeffersonville, on the Indiana side, would be seriously injured. 4th. The locks would not be of any easier access than those of the other methods.

From the analysis of the defects of all the methods of improving the natural bed, I am forced to the opinion that any work coming within any reasonable cost would be found almost useless in a few years, from injuries, deposites of mud, and being choked with drift-wood, or else such an immense expense would have to be incurred at every rise of water, to clear the works from these evils, that the tolls would bear heavily upon the trade. Again: the custody and repairs of a work in the bed of the river would be vastly more expensive than if constructed around the falls, and there would be times when boats would be detained for days before the gates could be opened to allow of the passage.

The risk to contractors in the process of constructing the work would be immense. It would be impossible to calculate this risk beforehand; and it is this risk that might cause the calculations which I have made of the cost of these works to fall far short of the reality in practice, notwithstanding the utmost pains have been taken to arrive at fair estimates.

XI.—Canal on the Indiana side, to be fed from the Ohio.

There are two routes on which a steamboat canal can be well constructed around the falls on the Indiana side, and fed from the Ohio.

Minute surveys have been made longitudinally and transversely on both, with all the care the importance of the subject demanded.

The approximate locations and the profiles of both routes are represented on plat D, in all desirable minutiæ.

Route No. 1 commences just above the town of Jeffersonville, Indi-

ana, and, passing through the outskirts of the village, enters the small valley occupied by Cane run; after following that valley for some distance, it passes out, and thence across a table-land, and enters the Ohio at the foot of the falls, between the Point of Rocks and the mouth of Mill run, as seen on the drawing.

The whole extent of the route is 146 feet less than three miles. The greatest depth of cutting is 59.2 feet; and (including the immediate banks of the river) the least depth of cutting is 19 feet. In the lower stratum, throughout the whole extent, there is solid limestone rock, in which the average depth of cutting would be about 10 feet.

It is proposed to have the grade of the bottom, on route No. 1, so as to give 5 feet depth of water in the upper and 5.5 feet in the lower extremity of the canal, at extreme low stages. The width of the canal, in the clear, is to be 64 feet on the water-line—the sides rising vertically from the bottom to the top of the natural rock; then to rise by a wall, with a slight batter on the inner face, to the height of 15 feet above that rock; after that, the cut is to have a slope of 1½ horizontal to 1 vertical, and the faces of the slopes paved with stone. The walls and pavement to be made of the rock from the cut.

It is intended to have double locks, and the total lockage, which will be at the lower extremity, will be divided into two lifts of 12 feet each. The chambers of the locks to be 320 feet by 64 feet in the clear. Also, a guard lock and a boom for safety of entrance, at the upper extremity.

At the head of the locks there is to be a large bay, 500 feet in length and 160 feet width. There are also to be three passing-places for boats, of the same plan as those proposed for the Louisville and Portland canal, distributed at proper distances throughout the line.

The details of the canal, locks, bay, and passing-places, are all expressed in plan, elevation, and section, on drawing No. 17, and cannot fail to give every particular; it being remarked that, for the plan of the passing-places, reference must be made to drawing No. 6 under the head of "existing canal."

Estimate.

Excavation of earth, 2,040,870 cubic yards, and put into embankment where needed, at 20 cents.....	$408,174 00
Excavation of rock, 292,448 cubic yards, and putting where needed, at $1 50.....	438,672 00
Dry masonry, rock from the cut, for sustaining walls, 97,169 perches, at $1.....	97,169 00
Pavement of faces of slopes, 49,157 perches, at 75 cts.	36,868 00
Construction of three passing-places, at $33,000.....	99,000 00
Right of soil, 150 acres, at $50 per acre.....	7,500 00
Clearing and grubbing 50 acres, at $40 per acre; fencing 2,000 running rods, at $1 50.....	5,000 00
Boom and piers at upper extremity of canal, and guard-gates, $10,000; waste wiers, $13,000.....	23,000 00
Excavation of 18,921 cubic yards rock, for lock-pits, at $1 50.....	23,381 00
Masonry for locks, 23,020 perches, at $7.....	161,140 00

Lock-gates, 8 pairs, including machinery, at $1,400.	$11,200 00
Excavation of 25,160 cubic yards of rock for bay, at head of locks, at $1 25	31,450 00
Excavation of 112,748 cubic yards of alluvium, for bay, at 10 cents	11,275 00
Sustaining walls for bay, 888 perches, at $3	2,664 00
Pavement for bay, 3,636 perches, at 75 cents	2,727 00
	1,364,220 00
Superintendency and contingencies, 3 per cent	40,926 00
	1,405,146 00

This is the shortest and least expensive route upon which a steamboat canal, adapted to the wants of commerce, can be constructed upon a durable plan around the falls, and upon the Indiana side of the Ohio.

The only objection of any moment that can be urged against the route is the certainty of a large deposite being made on every rise of the river at the upper extremity of the canal, and in the immediate vicinity of the foot of the lower locks. The annual expenditure for dredging, judging from experience of the Louisville and Portland canal, and a knowledge of the circumstances of the silt, would not be less than $7,000. The accumulation of silt, in a few years, in the tail bay of the lower lock, and in its immediate vicinity, would make the ingress and egress there very inconvenient.

There are two serious obstructions to the navigation of the river, which a canal on route No. 1, or the Louisville and Portland canal, cannot ameliorate, to wit: the rock in the way of the channel near Sand island, called No. 7, in treating of the bed of the river, and a sand shoal at the foot of that island, called Albany bar. (See plate A.)

To avoid these obstructions, and to obtain an entrance where the locks would not be liable to be buried in mud at every flood, another route was surveyed, which will now be considered under the designation of

Route No. 2.—This route commences exactly with No. 1, and is common with it, as shown on the sheet D, for an extent of about 2.4 miles; thence diverging, it enters the valley of Mill run, following along and parallel with it for some extent; then crossing a summit, it reaches Silver creek. After passing this stream, the line crosses another summit, and reaches Falling run; and, entering the valley of that run, it follows the same to the Ohio, and enters the river at a bold rocky place, where excellent ingress and egress can always be had, without fear of an accumulation of silt.

The total length of the route No. 2 is very nearly 7¼ miles. The greatest depth of cutting on this route would be 65.5 feet, between Silver creek and Falling run. The maximum depth between Jeffersonville and Mill run, as before stated, would be 59.2 feet. The depth of solid rock cutting, in the lower stratum, averaged throughout the line, would be about 9½ feet.

The same cross section has been adopted for the canal on this route

as explained for route No. 1, as well as the same number of double locks, and the same dimensions for the chambers. The total lockage to be divided into two lifts, of 14½ feet each; at extreme low water, the upper extremity of the canal to have 5 feet depth of water, and the lower extremity 6.5 feet depth, which gives the grade of the bottom of the canal a descent of 1½ foot in about seven miles. Five passing-places for boats would be necessary in this line.

The details of the locks, in elevation and cross section of bay, are expressed on drawing No. 18, reference being made, for the plan of the locks and plan of the bay, to drawing No. 17.

The probable cost of the canal proposed for route No. 2 would be as found in the following estimate:

Excavation of 3,712,795 cubic yards earth, and put in embankment, at 20 cents	$742,559
Excavation of 831,902 cubic yards rock, at $1 50	1,247,853
Sustaining wall of dry masonry, 240,868 perches, (rock from cut,) at $1	240,868
Pavement for slopes, 64,865 perches, at 75 cents	48,649
Construction of 5 passing-places for boats, at $33,000	165,000
Right of soil, 377 acres, at $50; clearing and grubbing 125 acres, at $40; fencing 5,022 rods, at $1	28,872
Boom, piers, guard and flood-gates, at upper extremity of canal	10,000
Waste wiers at Cane run, Mill creek, Silver creek, Springer's gut, and Falling run, culverts and bridges	50,000
Excavation, 91,728 cubic yards rock for lock-pits, at $1 50	137,592
Masonry for locks, 28,134 perches, at $7	196,938
Lock-gates, 8 pairs, at $1,680, machinery inclusive	13,440
Excavation, 11,222 cubic yards rock, and put into embankment for bay at head of locks, at $1 25	14,027
Embankment for bay, 67,133 cubic yards, (borrowed,) at 20 cents	13,427
Pavement for slopes of bay, 1,616 perches, at 75 cents	1,212
Sustaining wall for slopes of bay, 1,616 perches, at $3	4,848
	2,915,335
Superintendency and contingencies, at 2 per cent	58,307
	2,973,642

The advantages of this route have been stated as consisting in avoiding the "Albany bar," "rock No. 7," and securing a position for the locks, where ingress and egress would be comparatively free from accumulating silt. The objections to this route are the great expense—being, it is true, at the rate of $55,374 less per mile; still, on the whole, greater in the ratio of 2.1 to 1 than for a canal on route No. 1.

Again: the liability of silt accumulating in a work on route No. 2, from the various creeks and runs which would necessarily have to be let in, so that they might cross the canal, the crookedness at

run, and tendency on this account to prevent the silt from
g freely through the length of the line, making the time of
through it more than double that for route No. 1, or the ex-
anal, are all so many objections of no small force.

Canal on a high level, around the falls, to be fed from other sources than the Ohio.

n the report of the board of internal improvements of Indiana
, and other sources of information, an opinion has obtained,
avoid the great expense of cutting for a canal around the falls,
ed from the upper pool, a canal with very little cutting might
e on a high level, locking from both its extremities into the
nd feeding it from the interior of Indiana; that, by such a pro-
steamboat canal could be had around the falls, and at the same
navigable feeder into a very fertile district of that State.
ng obtained from official documents and maps pertaining to
veys for improvements in Indiana, the level notes of two lines
expanse of territory which must embrace the route of the con-
ted feeder, the degree of feasibility of this project has been
gated, and the details of it are developed in drawings on
.

same location and dimension of works have been adopted for
al on a high level as for that of route No. 1, the total length
little short of three miles. The total lockage at the upper
ity to be divided into 3 lifts of 11⅓ feet each, and that of the
xtremity into 5 lifts of 11.55 feet each. The locks at both
ities to be double chambers, 320 by 64 feet in the clear, with
ne form of head bays, and the canal to have the same number
e of passing-places as contemplated in route No. 1.

Estimate.

tion, 484,946 cubic yards dirt, hauled and put into nkment, at 30 cents	$145,484
g 95,196 perches inside the cuts and embankments, 50	237,990
tion, 21,381 cubic yards clay and alluvium, for pits at upper extremity of canal, at 50 cents	10,690
set of locks, 3 lifts of 11⅓ feet each, at that extremity	196,854
head of these locks	25,000
nd piers at upper extremity	10,000
tion, 18,921 cubic yards rock, for lock pits at lower emity of the canal, at $1 50	28,381
tion, 21,381 cubic yards clay and alluvium, for lock at 50 cents	10,690
set of locks, 5 lifts, of 11.5 feet at that extremity	413,615
the head of these locks	20,000
passing-places for boats, at $15,000	45,000

Right of soil, 150 acres, at $50; cleaning and grubbing 50 acres, at $40; 200 rods of fence, at $1	$11,500	
		1,155,204
Superintendency and contingencies, 3 per cent	34,656	
		1,189,860

NOTE.—This canal on a high level, it appears, would only cost less by $215,286 than the one on the same route, to be fed from the upper pool of the river.

Navigable feeder.—The approximate location of this is seen on a map of the portion of Indiana on the same sheet E, extending from Columbus, on the east fork of White river, passing in the vicinity of Vernon and Vienna, through Collins's gap; thence, descending the valley of Silver creek, to Jeffersonville, where it will unite with the canal it is intended to feed.

The total length of the feeder is about 80 miles. The longitudinal profile of the route is drawn, with its appropriate divisions of 7, 16, 15, 18, and 24 miles, on sheet E.

The locks, 12 in number and of 13 feet lift each, would be distributed in groups of two in the 24 miles division—making the total lockage from the summit on Collins's gap into the canal to be fed, 156 feet.

The cross section of the feeder to be a rectangle from the bottom to the upper surface of the water; above that, the banks to be sloped, and a tow-path to be made on one side only. The sides of the feeder up to the foot of the slope to be lined with vertical walls. The width of the water-way to be 40 feet, and the depth of water 5 feet.

Estimate.

Excavation and embankment, equivalent to 18,981,125 cubic yards clay, at 25 cents	$4,745,281 00
Lining walls of feeder, laid in hydraulic lime, 473,088 perches, at $2 50	1,182,720 00
Masonry for 12 locks, 13 feet lift, (locks single,) 24,000 perches, at $8	192,000 00
Bridge, culvert, and other masonry, 15,600 perches, at $3 75	58,500 00
Engineering, contingencies, right of soil, &c	100,000 00
	6,278,501 00

This sum added to the sum expressing the cost of the canal to be supplied, and we have $7,476,603 for the probable total cost of the project of a canal upon a high level around the falls, and to be fed from another source than the Ohio.

XIII.—COMPARATIVE COSTS.

Eight projects in all having been fully discussed, on their own independent merits and demerits, upon data of minute surveys, for an im-

proved steamboat navigation at the falls of the Ohio, their relative costs, advantages, and disadvantages will now be brought into juxtaposition in a tabular form. (See table B.) Supposing, first, that all the stock, 6,151 shares, belonging to individuals of the Louisville and Portland Canal Company, after 1st January, 1844, may be purchased at $140 per share. (This price of $140 per share is a mere supposition I have made, for the sake of forming an estimate, and have made it without any authority from the canal company; nor do I know that the stock can be purchased for this price.) Second, that the cost of the stock so purchased, of the improvements required to adapt the existing canal to the wants of commerce, and of the dry dock, (the whole amounting to $1,266,438,) be taken as the unit of comparison.

It should be borne in mind that in the table of comparison the dry dock is included, at $50,000, in the cost of the existing canal; whilst in neither of the other projects is a work of this kind estimated for.

From a careful examination of the whole subject, and particularly of table C, it will be seen that the project most likely to come into competition with that of purchasing and improving the existing canal, is the one of constructing a new canal on route No. 1, Indiana side.

If the government had to purchase the whole 10,000 shares of the stock, it could give $105 per share, and improve the existing canal to the whole amount of the estimate, excluding the purchase of the dry dock, and the cost would be the same as to make a new canal on the Indiana side, route No. 1.

The United States already owns 2,902 shares absolutely, and conditionally 947 shares which will have been purchased with the net proceeds of the canal in 1842 and 1843, instead of making dividends in those years, leaving the 6,151 shares yet to be purchased from individuals.

If the government had to purchase all the shares except what it absolutely owns, considering its own interest in the stock worth nothing, then it could give $147 91 per share for the 7,098 shares, and improve the existing canal to the whole amount required; and the cost would be the same as to make a new canal on the Indiana side.

It will be perceived that the price, ($140 per share,) which I have used merely to form an estimate, is not far from what the stock is probably worth, considering all competition that can be brought to bear upon the interest of the stockholders. I am far from meaning to assert that the stock may be purchased for $140 per share; this price having been assumed merely for the purpose of arriving at a *probable* estimate of the cost of purchasing and improving the canal.

The question as to the "best mode of improving the navigation of the Ohio at the falls" is now to be answered.

If the wants of the commerce of the Ohio are to be answered by *one* canal around the falls, adapted to both an ascending and a descending navigation, for the *present* business, as well as for that of a *few* years to come, I am of the opinion that the best mode will be for the United States either to purchase all the remaining stock of *individuals* (6,151 shares only) and the dry-dock, and to make improvements in the existing canal during the years 1844, 1845, and 1846, to the amount of $355,298, and commence as soon as possible, charging tolls only suf-

ficient to maintain the canal in perfect order, provided the State of Kentucky will give the United States exclusive jurisdiction over the whole subject; or, if the stock cannot be purchased at a fair price, then the best plan for the United States would be to construct a new canal on the Indiana side, on route No. 1. The following views may probably furnish some acceptable ideas on the subject.

Under the most favorable circumstances of water, it would take about two years to make all the required improvements in the existing canal, to the amount of the estimate, $355,298; and in the contingency, which ought to be counted, of unusual or extreme high stage of water, the time would be at least three years. During all this time it would certainly be very difficult, although it might not be impossible, to economically execute the improvements without stopping the navigation of the canal; and thus the contingency might occur of being under the necessity of interrupting the present train of business on the river. The number of passages of boats of all classes through the existing canal has been at the rate of 1,430 per year. To interrupt, for a period of two or three years, the regular trade carried on by so many boats, would very seriously derange the whole system of commercial business, in so far as it relates to navigation, not only upon the Ohio, but throughout the whole Mississippi valley.

This evil would be wholly obviated by constructing a new canal on the Indiana side.

These considerations, together with the greatly increasing commerce of that valley, lead to the question of providing for two canals around the falls of the Ohio—one for a *descending*, and one for an *ascending* navigation. *In the project of two canals*, the proposed passing-places in the improvement of the existing canal would of course be dispensed with; but the proposed new locks could not be omitted, inasmuch as the existing locks are not large enough for all classes of boats. Also, in the proposed canal on the Indiana side, (route No. 1,) we should dispense with the three passing-places, and make only a single instead of a double group of locks.

In this view of the question of improving the navigation of the falls, the items to be estimated for, to accomplish the end, would be as follows:

1st.	New canal on route No. 1, Indiana side	$1,177,802
2d.	Improvements in the existing canal	283,054
3d.	Purchase of the existing dry-dock	50,000
4th.	Purchase of 6,151 shares of stock yet belonging to individuals, at $140 per share	861,140
		2,371,996

The total cost, it will be seen, may be varied from the above, by simply inserting a different price for the stock.

Should this mode of improving that navigation be adopted, the expense of maintaining both canals would be more, by about one-half, than for a single canal adapted to both the ascending and descending navigation; and instead of $25,000, as shown in IV, we should have to provide $37,500 annually, for all the necessary repairs, expenses of

custody, &c., for both canals. If this sum be realized from tolls, the charge would be about 18 cents upon each ton of freight, or 12 cents upon each ton of a boat's measured tonnage; but the tolls would diminish in proportion to the increase of business.

After comparing all the projects discussed in this report, their cost, their merits and demerits, for prospective business as well as for present purposes, it is probable that the "best mode of improving the navigation of the Ohio at the falls" will be to purchase all the remaining 6,151 shares of stock belonging to individuals of the existing canal company, and the dry-dock, and make improvements in the existing canal, to adapt it to a navigation, one way, (to the amount of $283,054;) and at the same time construct a new canal on route No. 1, Indiana side, adapted to a navigation in a contrary way, (at a probable cost of $1,177,802,) and charge tolls only sufficient to maintain the canals, provided the stock aforesaid can be purchased at a fair rate; or, if the said stock cannot be purchased at a reasonable rate, then the best mode will be to construct a new canal on the Indiana side, (route No. 1,) adapted to navigation both ways, (at a probable cost of $1,405,146,) and charge tolls only sufficient for the necessary repairs, custody, &c.

In drawing up this opinion, I do not intend to convey the idea that the existing canal company would not be willing to dispose of their stock at a fair price. Nor do I conceive it within the scope of my duty to go any further into the analysis of the value of the stock than is incidental to those points of investigation which refer to the comparative costs of the different kinds of improvement.

In conclusion, I take pleasure in expressing my thanks to Allen Campbell, esq., civil engineer, and to H. C. Long, esq., for their able and efficient assistance in our labors in reference to the survey, drawings, estimates, &c., which are embraced in this report.

All of which is most respectfully submitted, by

T. J. CRAM,

Captain United States Corps Top. Engineers.

Colonel J. J. ABERT,

Chief of Corps of Topographical Engineers, Washington.

TABLE B,

Exhibiting comparative costs of eight projects for improving the steamboat navigation at the falls of the Ohio.

Head of the report under which each project is discussed.	Designation of the project for an improved steamboat navigation at the falls of the Ohio.	Cost of each project.	Relative costs; that of the existing canal being the unit of comparison.	Remarks upon the merits and demerits of each project.
Existing canal..	Purchasing 6,151 shares of stock at $140 per share, also the dry dock at $50,000, and improving the canal to the amount of $355,298.	$1,266,438	1.000	This project includes the dry-dock, which is not included in any other project. It would not sacrifice the chartered rights of individuals; it would secure as good a navigation as would be required; the works would be as little liable to mud deposites as any other that can be constructed, and less liable than most of the other projects; it would afford an ascending as well as descending navigation at all times when boats could not pass over the falls; it would also cost less than any other project of equal advantages, by $88,708.
Bed of the falls.	*First method.*—Only a descending navigation; pilots' method, (with supplement,) A B, drawing No. 13.	526,695	0.416	This project would only secure a descending navigation, and that but a very indifferent one, requiring a continuance of the system of pilotage. It would be equivalent to appropriating half a million to the advantage of the falls pilots, and taking a large portion of the profits of the present canal company, without any advantage to commerce. There would be an increased expense yearly to keep up this project; and if constructed, in all probability, would be abandoned in a few years.
	Second method.—Canal C D, (drawing No. 13,) extending from head of "Middle chute" to foot of "Kentucky chute," with locks, &c.	1,351,777	1.067	At first view, it would seem that this is a good project. Its cost is more, by $135,339, than that of the existing canal; it would sacrifice the chartered rights of the existing canal company; it would be liable, at every rise, to immense deposites at the lower locks, and also to be choked with drift-wood; its cost, for repairs and custody, would be very great; it would have a very difficult entrance at the upper extremity, and be difficult of access from the shore.

	ing No. 15,) to head of Big eddy, with locks, and sluice S, through "Goose island."			quired for the passage of boats; great inconvenience from drift-wood; works very difficult of access from the shore; much detention of boats at upper extremity of sluice; upper end of the canal difficult to enter; it never could be made as good for the navigation as the existing canal; its cost of repairs and custody would be far greater.
	Fourth method.—Dam G H, (drawing No. 15) locks, and sluice S.	664,767	0.524	Objectionable in every point of view, except in cost. It would, in all probability, seriously injure, if not destroy, the present harbor of Louisville; its cost of repairs and custody would be much more than the existing canal project, and there would be times when it would operate as a positive obstruction to the good natural navigation over the falls.
Canal on Indiana side.	*Route No.* 1.—New canal on Indiana side, from Jeffersonville to just below the Point of Rocks, (plat D,) to be fed from the upper pool of the Ohio.	1,405,146	1.109	This is a good project, so far as the interests of commerce are concerned; but the canal would be one mile longer, and no better than the existing one on the Kentucky side. It would be more liable to deposites at the locks; it would cost more, by $188,708, than the project for purchasing and improving the existing canal. Besides this, a destruction of the chartered rights of individuals to the amount of 6,151 shares of stock, valued at $861,140. A new canal, it is true, would increase the value of private property on the Indiana side, perhaps to an equal amount; but the general interest would be no better off than by the project of the existing canal.
	Route No. 2.—New canal on Indiana side, from Jeffersonville to the mouth of "Falling run," (plat D,) to be fed from upper pool.	2,973,642	2.348	The only advantages of this route are a better ingress and egress at the locks, and an avoidance of the "Albany bar" and the rocky place No. 7, plat A. But these advantages are far more than counterbalanced by the disadvantages; and when we take into account the very great expense of construction, and subsequent cost of repairs and custody, and time of passing through it, the mind rejects the project.
	Canal on a high level on route No. 1.—To be fed by a navigable feeder from Columbus, Indiana, to Jeffersonville, 80 miles long, (plat E.)	7,476,603	5.904	This would be more for the advantage of the interior of Indiana than for the general commerce; and it is not to be supposed that the United States will undertake it. The development, however, of the project, may be of use to the State of Indiana in exhibiting the cost of what would be an advantageous work for the State.

Supplementary remarks, by the Superintendent of the Louisville and Portland canal, showing:

1st. Profits of the United States, by her investment in the canal.
2d. Tolls and business of the canal, and its comparative advantages to the stockholders and the commerce of the Ohio.
3d. Present plan of the company for liquidating their stock, and making the canal free.
4th. This plan of the company is no relief from taxation on commerce.
5th. Best mode of making the canal free, and improving it.
6th. Views of those engaged in commerce on this important subject.
7th. Views of the individual stockholders, and their disposition to sell.

I.—PROFITS OF THE UNITED STATES, BY HER INVESTMENT IN THE CANAL.

To ascertain the pecuniary loss or gain of the United States, by Congress investing $233,500 of the public money in the bold undertaking of constructing the Louisville and Portland canal, estimate, what is probably near the truth, that the United States were then paying about five per cent. interest on its loans, and make an account current between the United States and the canal.

The United States in account with the Louisville and Portland canal:

The United States, Cr.

By cash paid for 1,000 shares of stock, originally subscribed	$100,000 00
By cash, five per cent. interest on same, from the time it was paid to September 1, 1843	80,000 00
By cash paid for 1,335 shares, (forfeited by individuals,)	133,500 00
By cash, five per cent. interest on same, from the time it was paid to September 1, 1843	95,719 00
	409,219 00

The United States, Dr.

To total amount of semi-annual dividends actually paid into the treasury of the United States	$257,778 00
To total amount of interest, at five per cent., on these semi-annual dividends, from the times at which they were paid, down to September 1, 1843	67,921 00
To 2,902 shares of stock, prior to 1842, estimated to be worth then $140 per share	406,280 00
Total	731,979 00

Taking the difference of these two totals, there will be found the sum of $322,760 standing as a net gain in favor of the United States. Thus, after allowing the United States five per cent. per annum interest on the money which Congress invested in this improvement, the United States has had returned to its treasury all the investment, and five per cent. annual interest on that investment, and, in addition thereto, the product in stock and cash of $322,760. In deducing this

result, it will be observed, the stock held by the United States is estimated to be worth $140 per share, being only $40 in advance of its par value, or above its original price.

To elucidate as fully as possible the value of this stock, the annual per centum the United States has received on it, from the time of the investment down to the 1st of September, 1843, a period of fifteen and one-sixth years, the stock will be found to have yielded for this period $8\frac{88}{100}$ per cent. annually. By dividing the whole period into three partial periods, of from four to five years each, and calculating the per cent. annually for each of these parts, an idea of the progressive increase and value of the stock will be seen.

The result will be, that from the time the United States made the investment, to January 1, 1834, the stock yielded a return to the United States treasury of $5\frac{1}{2}$ per cent. annually. From January 1, 1834, to January 1, 1839, it yielded a return to the United States treasury of $9\frac{18}{100}$ per cent. annually; and from January 1, 1839, to January 1, 1843, it yielded to the United States $10\frac{7}{10}$ per cent. annually.

For the years 1841 and 1842, the yield was only about $8\frac{27}{100}$ per cent. annually, owing to continued high water, and consequently the less passing through the canal; and also to an actual falling off of trade, during these years.

From these per centums, the value of the stock may be inferred. Should the present policy in relation to this canal be continued, without any action of Congress affecting its value, the stock will continue to yield a net income of from 10 to 18 per cent. annually.

At the time of commencing this work, the public generally, and particularly those professing themselves peculiarly endowed with the foresight of perceiving limits to the future magnitude and wants of the trade upon the Ohio, predicted that the time would never come when a steamboat so large as the dimensions of the locks would be constructed to navigate this river. The scale of the Louisville and Portland canal was pronounced unnecessarily large and extravagant. It is with ill grace, therefore, that the company is now reproached with the oversight of having made the locks smaller than the present wants of steamboat navigation demand.

II.—Tolls and business of the Louisville and Portland canal, and its comparative advantages to the stockholders and the commerce of the Ohio.

The charter from the legislature of Kentucky directs, "That the president and directors shall keep a true account of the cost and expenditures and receipts of said canal; and on the first Monday in January of each year, have the same made up, and the balance of profit divided among the stockholders, and report the same to the general assembly of the commonwealth of Kentucky; and should it appear by the said returns that the net profits exceed eighteen per cent. per year, after the expenses, repairs, and necessary improvements are made, the legislature reserve to themselves the right so to reduce the amount of toll, that the profits to be divided shall not exceed eighteen per cent. per annum." The charter is perpetual.

Under these regulations, the canal has been in operation about thirteen years; and, of course, for the same period, the commerce of the Ohio has been more or less intimately influenced thereby.

During the twelve years ending December 31, 1842, there were 12,550 passages of steamboats, and 4,613 passages of flat and keel boats—in all, 17,163 passages through the canal, equal to 2,193,203 tons, per government measurement.

The total amount of tolls charged by the company upon those passages through the canal for the same period was $1,120,350 25, which divided by the total number of passages, gives $65 27 for the average toll upon each passage of every boat that passed through the canal for that period.

In an agricultural and commercial point of view, this toll (presuming that boats carry $\frac{3}{4}$ of their measured tonnage, is equivalent to a tax, in shape of toll, of 68 cents per ton, or $3\frac{4}{10}$ cents per 100 lbs.) may be regarded in the light of consideration which the producer and consumer have paid during the period the canal has been in operation, not upon compulsion, but at their own option, either to avail themselves of such conveniences as the canal has afforded, or the natural facilities afforded by the water on the falls—the facilities for passing up and down the falls remaining the same as if no canal had been constructed. The simple statement of these facts is sufficient to do away with the idea that many have entertained of the tolls of the canal being regarded in the light of a tax upon commerce, without a mutual benefit, or considered as a monopoly.

Considered in an abstract point of view, the tolls upon the Louisville and Portland canal (which is a little less than two miles in extent) do, certainly, seem enormous and unreasonable. This question, however, should be decided by comparison, rather than by an abstraction. To ascertain, therefore, whether these tolls be high or low, it is necessary to compare them with tolls charged on other works, taking into comparison the relative original cost of each.

The following table, constructed with care, and from official documents pertaining to the several works, will exhibit the comparison.

Comparison of tolls on works of internal improvement in the United States.

Name of the work.	Original cost of the whole of each work in dollars.	Number of cents toll charged for 100 lbs. freight passing through the whole work.	Number of cents toll charged for 100 lbs. on a million of dollars invested in each work.
Louisville and Portland canal	$1,009,277	3.4	3.3
Muskingum improvement	1,582,459	8.2	5.1
Ohio canal	4,695,203	34.7	7.4
Kentucky River improvement	887,000	$3\frac{1}{8}$	3.5
Wabash and Erie canal	2,834,373	8.2	2.8

Capitalists and others invest their money in works of public utility in consideration of being allowed to collect a per-centage on their capital from the public, in the shape of toll. Upon this view of the case, it is shown, in the last column of the foregoing table, that the tolls upon a given amount of capital allowed to be collected by the Louisville and Portland canal fall below the tolls of three, and above the tolls of one of the four works with which it is compared.

In estimating the benefits of this work to the commerce of the West, the cost to the producer and consumer, by a land carriage and system of transhipment round the falls, in addition to the cost of cartage, the risk, detention, waste, and damage that would naturally accrue by the unloading and re-loading of boats above and below the falls, would greatly exceed the cost of passing through the canal. Nor should it be forgotten that the charges consequent upon two sets of boats—one for the upper and one for the lower Ohio—would add much to the cost of transportation.

It is well to remark, also, that previous to the opening of this canal, the produce of the upper Ohio reached the lower markets on the Mississippi all at once, (so to speak,) being obliged to go down at times of high water at the falls; the consequence was, that the New Orleans market was glutted, and low prices ensued. These fluctuations have in a great measure ceased since the canal went into operation.

The apparent high profits realized by the company is the result of some twenty years' investment and judicious management on their own part, of a capital of one million of dollars, and is based upon the presumption of the stock being worth one hundred and forty dollars per share; at the same time, from an accurate estimate made from official documents, it is ascertained that the public has realized a real profit (not prospective) of about two millions of dollars, which amount is the difference that it would have cost to the producer and consumer to have transported around the falls the absolute amount of tonnage passed through the canal over and above what has been paid to the company.

These results afford a striking illustration of the public benefit that may reasonably be expected to flow from an act of Congress appropriating money in aid of internal improvements, whenever the contemplated work can be shown to be of national importance. But it is not intended, by deducing the fact of so great a saving to the community by the facilities which the canal affords, to offer an argument against the expediency of measures tending to augment that saving to the utmost degree, consistent with chartered rights and other interests involved in the question of improving the navigation at the falls of the Ohio. True policy unquestionably dictates that the navigation there should be made free, in a manner to do justice to all parties.

The stockholders of the Louisville and Portland canal have taken steps to render the canal free by its own future operations.

As the plans for effecting this purpose are of great importance to the subject, it is deemed essential to give them somewhat in detail, though with as much brevity as possible.

III.—Present plan of the Louisville and Portland Canal Company for liquidating the stock and making the canal free.

In January, 1842, the Louisville and Portland Canal Company petitioned the general assembly of Kentucky for an amendment of their charter, upon apprehensions which are presented in their own language: "In the repeated applications to Congress for another canal, the hostility exhibited to the company from various quarters, and the apathy with which propositions to destroy its rights are entertained in Congress and elsewhere, together with the general expectation that the thoroughfare for the navigation of this important section of the Union should be free—under these circumstances it has been deemed prudent by many who are largely interested, that although, if fully assured of the safety and stability of all the rights and immunities granted them by the charter, the stock would be a good investment at $250 per share, yet, from the indications of government and individual interference, they would be content to receive a sum much below the intrinsic value of their stock."

Accordingly, on the 21st February, 1842, the legislature of Kentucky amended the charter by an act, of which the following is an abstract:

Section 1 provides: "That whenever the stockholders in said company shall direct, the board of president and directors of said company shall have the privilege of selling the shares of stock owned by individuals in said canal, to the United States, or the State of Kentucky, or the city of Louisville, for the purpose of eventually making the said canal free of tolls; or, further to effect this object, the board of president and directors, when so authorized, as aforesaid, shall hereby have the privilege of appropriating the net income arising from said canal, to the purchase of said stock, instead of making dividends therewith."

Section 2 provides: "That whenever said stockholders shall authorize said board of president and directors to appropriate the annual net income of said company to the purchase of shares held by individuals in the same, it shall be the duty of said board to advise each stockholder of the amount appropriated to the purchase of shares, and propose to purchase the number of shares that the sum on hand will warrant, at the least bid; and thirty days' notice shall be given of such offers of stock to be made."

Section 3 provides: "That the maximum price at which the said board shall purchase said shares for the first year shall not exceed the sum of one hundred and fifty dollars per share; and when the offers of said shares are made, it shall be the duty of said board to accept the lowest offer for the number of shares which the net income of the preceding year will allow them to purchase; and no dividends will be paid on the remaining shares of said company after the ratification of this amendment. The maximum price paid for the shares purchased the first year, and six per centum per annum annually added thereto, shall be the highest price which shall be paid for the shares in each subsequent year."

Section 4 provides: "That the shares so purchased by said board shall be held in trust by it for the purposes herein declared, and shall be voted on by them at all subsequent meetings and elections, until, by the operation of the provisions of this act, all the shares standing in the name of others than the government of the United States shall have been purchased up; and when the said shares shall be all purchased, the same shall be transferred to the government of the United States, on condition of said government levying tolls for the use of said canal only sufficient to keep the same in repair, and pay all necessary superintendence, custody, and expenses, and make all necessary improvements, so as fully to answer the purposes of its establishment, and further to protect and guard the interest of commerce."

Section 5 provides: "That it shall be the duty of the said board of president and directors to report to the general assembly on the first Monday in January in each year the condition of the canal, and state the number of shares purchased, and the amount paid for the same; provided that nothing contained in this act shall give said company the right to increase the toll allowed by the original charter."

The 4th section of the above amendment to the charter of the Louisville and Portland Canal Company being objectionable, the following act was passed to obviate any difficulty between the State of Kentucky and the general government on the score of jurisdiction:

"*Be it enacted by the general assembly of the Commonwealth of Kentucky,* That in the event of the United States becoming the sole owner of the Louisville and Portland canal, the jurisdiction of this Commonwealth over said canal shall be yielded up to the government of the United States; and no annual report, as mentioned in the charter of the Louisville and Portland Canal Company, shall be required to be made by the United States, or their agents and superintendents of said canal, to the general assembly of this Commonwealth. Approved February 22, 1844."

At a meeting of the stockholders on the 4th of July, 1842, it was resolved, by a legal majority of votes, that the board of president and directors of the Louisville and Portland Canal Company should accept and ratify the foregoing act, with the provision that the same board shall so arrange and establish the method of purchasing the shares of individual stockholders, as to enable each one so desiring it to sell a portion of his or her shares—about equal to the proportion that his or her shares bear to the amount that will in each year be appropriated under this amended act to the purchase of shares, varying only so far in this rule as to stockholders who are the owners of five or less shares, which may be all taken, if offered.

By this amendment, all the private stockholders have agreed to sell their stock at prices not to exceed specified rates, to wit:

In the year 1843, at prices not to exceed $150 per share.

In the year 1844, at prices not to exceed $159 per share.

In the year 1845, at prices not to exceed $168 per share.

In the year 1846, at prices not to exceed $177 per share, &c., &c.

Since the ratification and acceptance of the amendment of the charter by the unanimous vote of the stockholders, the operations of

the company have been conducted with reference to the object of making the canal free.

In accordance therewith, the company purchased with the net income of 1842.....	471 shares.	
With the net income of 1843.....	544 "	
And with the estimated income of 1844, say.....	883 "	
		1,898
To which add the number of shares previously owned by the United States.....		2,902
It results that the United States will own on January 1, 1845.....		4,800
Leaving still in the hands of individual stockholders.....		5,200
Whole capital being.....		10,000

This plan of the company for gradually purchasing up their own stock with the net income of the canal is certainly very creditable and liberal, when it is considered that many of these stockholders paid $150 per share for the stock they hold, and have been receiving an average of $10\frac{7}{10}$ per cent. on $100 annual dividends for the four years preceding the arrangement entered into for liquidating the stock. They certainly have yielded the difference between $10\frac{7}{10}$ per cent. and 9 per cent.—the latter being the interest at 6 per cent. on $150, to say nothing of their further yielding all future increase of dividends, which would certainly accrue, and in a very few years arrive at the limit of 18 per cent., allowed by their charter. But, it will be asked, why do they make any sacrifice? The answer is, they fear the permanency of their investment, not from any deficiency or injury that the canal itself may be subject to, but for the reasons set forth in their petition to the legislature of Kentucky; and the further conviction, that it is not to be expected that the people of the West will much longer quietly submit to a heavy tax being levied on the commerce of the Ohio by private individuals, and the United States their partner, who have become possessed of a lock and key to the great national highway of the valley of the Ohio. Hence the stockholders judiciously conclude, from the risk and uncertainty that an incorporated company stands against the constant appeals of the people for legislative relief, that it is best to adopt the plan of liquidating their stock.

Inasmuch as no dividend or interest is paid to the stockholders in lieu thereof, they are entitled each to sell to the company (purchased by net income) a PORTION of their stock the first year, January 1, 1843, at $150 per share; and 6 per cent., or $9 per share, is annually added to the price; it simply results in being equivalent to a sale on the part of each stockholder of the WHOLE of his stock on the 1st of January, 1843, at $150 per share, and investing the proceeds at 6 per cent. interest for the time it will require for him to realize principal and interest in annual instalments, as by the plan adopted.

From the above fact it appears that the individual stockholders all considered their shares as worth $150 each in the year 1842, (a year of great depression in the stock market;) and if we add 6 per cent. to

this price, for the two years up to 1844, on that portion not sold and drawing no dividend, the stock should sell for $168 per share in 1845, to fully reimburse those who paid $150 per share when they bought originally.

IV.—THIS PLAN OF THE COMPANY IS NO RELIEF FROM TAXATION ON COMMERCE.

To fully carry out this plan of the company, it will require from ten to fifteen years, varying as the net income may be more or less; hence, after all, the commerce of the Ohio has to purchase the canal, by paying for it in tolls, for ten or fifteen years. It is true, that at the end of this period the canal will belong to the United States, it being the only stockholder left; and the United States will not be indebted to the company for the entire ownership of a national work, but will have, in reality, acquired it, by taxing and collecting from the commerce of the Ohio and the people of the West a sum sufficient to realize the possession of a work that is of indirect consequence to the whole Union, and of which the whole Union will become the owner. Therefore, it is not just that a *portion* of the community should have the burden of paying for a national work that will belong to the *whole* community.

V.—BEST MODE OF MAKING THE CANAL FREE, AND OF IMPROVING IT.

True policy and justice to all parties point out the great necessity of Congress making a direct appropriation of, say $500,000 or $600,000, to be invested in the purchase of Louisville and Portland canal stock, by the Secretary of the Treasury, at not exceeding $—— per share.

An appropriation of this amount, on the part of Congress, together with the income of the canal for the year 1845, would be amply sufficient to give the United States sole possession of this important work, at a less cost by one-third of what any other improvement would incur; and with a moderate toll, say of 20 cents per ton, for three years, the improvements suggested in the accompanying report of Captain Cram could be effected without cost to the general government; and, moreover, by a *gradual* outlay for improvements, the work could be done without interrupting the navigation of the canal, except during extreme low water, in the fall season, when little or no commerce exists.

VI.—VIEWS OF THOSE ENGAGED IN COMMERCE, ON THIS IMPORTANT SUBJECT.

From the great opportunity the author of this communication has for acquiring a knowledge of the feelings and sentiments of those actively engaged in commerce on the Ohio, he will be warranted in saying, that they will readily pay 20 cents or more per ton, in toll, to sustain the work and make the requisite enlargement and improvements; and when these are completed, a toll of ten cents per ton, (if

so much is required,) to keep the work in good order, and pay all expenses of attendance.

A prospect of a speedy reduction of the present rate of toll, (50 cents per ton,) to 10 cents, and an improved canal navigation, would give more lasting relief and joy to thousands directly and indirectly interested in the national highway of the vast valley of the West, than could be given for a like sum appropriated by Congress for any other object.

VII.—Views of the individual stockholders and their disposition to sell.

In conclusion, the subscriber, from his long connexion with the Louisville and Portland canal and the stockholders thereof, will state that the latter will place no obstacle in the way of the United States becoming sole owner, by purchase, at the same time that they will leave it in the hands of Congress to offer any price per share that the facts already shown may dictate. They, the stockholders, will accept any just and fair offer. A given price that would be acceptable to all the shareholders is difficult to arrive at, nor would it be proper in the undersigned to name any price without authority from all concerned; he can only reiterate his candid opinion that the stockholders desire only such a price as may be just and equitable, and will be satisfied to receive indemnity for the intrinsic worth of their property.

JOHN HULME,
Superintendent of the Louisville and Portland Canal.

Louisville, *December*, 1844.

34th CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 75.

CLAYTON AND BULWER CONVENTION.

MESSAGE

FROM

THE PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A report from the Secretary of State, in reference to the correspondence between this Government and that of Great Britain, touching the Clayton and Bulwer convention.

APRIL 9, 1856.—Laid upon the table, and ordered to be printed.

To the House of Representatives:

In answer to the resolution of the House of Representatives of the 27th ultimo, on the subject of correspondence between this government and that of Great Britain, touching the Clayton and Bulwer convention, I transmit a report from the Secretary of State, to whom the resolution was referred.

FRANKLIN PIERCE.

WASHINGTON, *March* 17, 1856.

To the President of the United States:

The Secretary of State, to whom was referred the resolution of the House of Representatives of the 27th ultimo, requesting the President to communicate to that House "so much of the correspondence between the government of the United States and that of Great Britain, touching the Clayton and Bulwer convention, not heretofore communicated, as he shall deem not incompatible with the public interest," has the honor to report to the President that, as the correspondence called for by the resolution has been communicated to, and printed for the use of, the Senate, and for public information, it is presumed that the object of the call has been fully answered, and that duplicate copies will not be desired by the House of Representatives.

Respectfully submitted.

W. L MARCY.

DEPARTMENT OF STATE,
Washington, March 17, 1856.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 76.

CLEVELAND CUSTOM-HOUSE.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

IN REFERENCE TO

The Custom-house proposed to be erected at Cleveland, Ohio.

April 9, 1856.—Referred to the Committee on Commerce, and ordered to be printed.

Treasury Department, *April* 7, 1856.

Sir: In compliance with a resolution of the House of Representatives, passed April 4th, 1856, "that the Secretary of the Treasury report to this House whether, in his opinion, the building to be erected at Cleveland, in the State of Ohio, as provided by law at the second session of the thirty-third Congress, for the purposes of a custom-house, post office, and court-house, will be sufficient for the purposes aforesaid; and if not, what additions to the same will be required by the public convenience, and what will be the increased expense of such additions," I have the honor to state that this department is of the opinion that the Cleveland custom-house is scarcely large enough to meet the requirements of the business to be provided for, especially that of the post office; and that an enlargement of the building will be necessary. This department believes that an addition of twelve and a half feet to each end of the building authorized, making the same one hundred and ten feet long by sixty feet wide, would be adequate to the public wants. To build such an addition to the building, would require an additional appropriation of $30,000, with ten per cent. thereon for contingencies.

Very respectfully, your obedient servant,

JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. Banks, Jr.,
Speaker of the House of Representatives.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 77.

BALANCES—SECOND COMPTROLLER.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

Annual report of the Second Comptroller, of balances standing on his books, &c.

April 9, 1856.—Laid upon the table and ordered to be printed.

Department of the Interior,
April 8, 1856.

Sir: I have the honor to submit herewith the annual statemen required by act of 1st May, 1820, prepared by the Second Comptroller of the Treasury, showing balances of appropriations standing upon the books of his office to the credit of this department, on the 1st July, 1854; the amounts appropriated by Congress for the service of the fiscal year ending 30th June, 1855, including repayments and transfers of appropriation, and the aggregate amounts applicable to the service of said fiscal year; also, the amounts drawn from said appropriations, or carried to the surplus fund, from 1st July, 1854, to 30th June, 1855, and the balances remaining in the treasury at the last named date.

I am, sir, very respectfully, your obedient servant,

R. McCLELLAND,
Secretary.

Hon. N. P. Banks, Jr.,
Speaker of the House of Representatives.

Treasury Department,
Second Comptroller's Office, December 10, 1855.

Sir: I have the honor to transmit, in duplicate, a statement of the appropriations for the Department of the Interior for the fiscal year 1854–5, showing the balances of the appropriations on the 1st of July,

1854; the appropriations made for the fiscal year 1854–5; the repayments and transfers in the same time; the amounts applicable to the service of the year 1854–5; the amounts drawn by requisitions from the treasury for the same period; and, finally, the balances on the 30th June, 1855, with such appropriations as have been carried to the surplus fund; prepared in pursuance of an act of Congress approved May 1, 1820.

Very respectfully, sir, your obedient servant,

J. M. BRODHEAD,
Comptroller.

Hon. ROBERT MCCLELLAND,
Secretary of the Interior.

Statement of the appropriations for the service of the Department of the Interior, from July 1, 1854, *to June* 30, 1855, *made pursuant to the provisions of the second section of the act of Congress of May* 1, 1820, *entitled "An act in addition to the several acts for the establishment and regulation of the Treasury, War, and Navy Departments."*

Heads of appropriations.	Balances of appropriations on July 1, 1854.	Appropriations for fiscal year 1854-'5.	Repayments from July 1, 1854, to June 30, 1855.	Amounts applicable to the service of the fiscal year 1854-'5.	Amounts drawn by requisitions from the treasury during the fiscal year 1854-'5.	Balances on June 30, 1855.
Current expenses of the Indian department			$1,075 73	$1,075 73		$1,075 73
Contingencies of Indian department	$3,394 62	$36,500 00	2,473 96	42,368 58	$41,194 73	1,173 85
Pay of superintendents and Indian agents	30,593 15	69,007 79	4,516 97	104,117 91	42,053 35	62,064 56
Pay of sub-agents	1,304 71	1,334 00	1,764 31	4,403 02	1,492 21	2,910 81
Pay of interpreters	24,397 25	28,000 00	938 30	53,335 55	22,368 88	30,966 67
Clerk to superintendents at St. Louis, &c	569 95	1,200 00		1,769 95	1,200 00	569 95
Houses for agents, &c	7,198 09	10,000 00	177 97	17,376 06	°7,376 06	10,000 00
Medals for indian chiefs	20 36		104 12	124 48	†124 48	
Civilization of Indians	8,550 02	10,000 00	400 00	18,950 02	11,440 00	7,510 02
Presents for Indians	4,682 77	5,000 00	1,181 01	10,863 78	5,275 50	5,588 28
Provisions for Indians	19,214 73	11,800 00		31,014 73	‡19,214 73	11,800 00
Expenses revising new code of regulations for Indian department			3,000 00	3,000 00	†3,000 00	
Expenses of collecting and digesting statistics of Indian tribes of the United States	997 80	20,900 00		21,897 80	5,986 46	15,911 34
Employment of physicians to vaccinate Indians	3,758 00			3,758 00	837 00	2,921 00
Expenses of procuring information, &c., for Indian Bureau, and for making treaties, &c.; act September 30, 1850	353 98			353 98	§353 98	
Interest, &c., due on investments to Indian tribes, and reimbursable	119 53			119 53		119 53

° $3,901 18 carried to surplus fund. † Carried to surplus fund. ‡ $5,956 26 carried to surplus fund. § $266 86 carried to surplus fund.

STATEMENT—Continued.

Heads of appropriations.	Balances of appropriations on July 1, 1854.	Appropriations for fiscal year 1854-'5.	Repayments from July 1, 1854, to June 30, 1855.	Amounts applicable to the service of the fiscal year 1854-'5.	Amounts drawn by requisitions from the treasury during the fiscal year 1854-'5.	Balances on June 30, 1855.
Fulfilling treaties with Cherokees—act January 9, 1837—being proceeds of school lands, per treaty of 1819	$40 45			$40 45		$40 45
Trust fund—interest on investment in stocks, per Cherokee treaty of 1835	30,065 64		$24,585 51	54,651 15	$36,072 60	18,578 55
Trust fund—interest on investment in stocks for Cherokee schools, per treaty of 1819	1,991 68		12,305 90	14,297 58	2,388 23	11,909 35
Payment due William Williams, under sixteenth article Cherokee treaty of 1835-'6	150 00			150 00	150 00	
Payment due Presha Bedwell, (formerly Presha Foreman,) a Cherokee	464 00			464 00	464 00	
Payment to David Carter for improvements, &c., valued under treaty with Cherokees in 1828		$2,826 50		2,826 50	2,826 50	
Expenses of an agent in taking census of the North Carolina Cherokees, &c.; act January 26, 1849			388 08	388 08	*388 08	
Payment to Andrew Taylor for his land at Citico Old Town, Tennessee river		24,381 22		24,381 22	24,381 22	
Trust fund—interest due Cherokee orphans, per treaty of 1835-'6			1,035 00	1,035 00		1,035 00
Payment to the Cherokee Nation the sum of $724, 603 37, and interest thereon, &c., at 5 per cent	8			8	*8	
Payment to such Cherokees as were omitted in the census taken by D. W. Siler, &c		5,000 00		5,000 00		5,000 00
Cherokees—payment of principal under provisions of 4th and 5th sections of act July 29, 1848		319 98		319 98	319 98	

Payment of awards, &c., under the 12th, 13th, and 16th articles of Cherokee treaty of December 29, 1835, in pursuance of the 3d article of the treaty of August, 1846, (formerly carrying into effect treaty with Cherokees, 1835-'6,) reappropriated		31,329 99	2,706 13	34,036 12	25,012 06	9,024 06
Catawba Indians, removal and subsistence west of Mississippi		5,000 00		5,000 00		5,000 00
Fulfilling treaties with Chickasaws	3,000 00	4,500 00		7,500 00	3,000 00	4,500 00
Fulfilling treaties with Creeks	34,558 49	39,140 00		73,698 49	41,918 50	31,779 99
Trust fund—interest on investment for Creek orphans	3,810 56		10,839 54	14,650 10	7,000 00	7,650 10
Payment of balance due Creek Indians for losses in the war with Great Britain, &c		258 10		258 10	258 10	
Expenses of running and marking boundary line of Creek country west of Arkansas		8,000 00		8,000 00	4,000 00	4,000 00
Expenses of a Creek delegation in Washington		1,199 55		1,199 55	1,199 55	
Payment to certain Creek Indians for their individual reserves sold, &c., and lost in the failure of the Planters and Mechanics' Bank of Columbus, Ga.		2,600 00		2,600 00	2,600 00	
Payment to individuals of Creek nation, of claims for improvements abandoned. Act August 5, 1854		350,000 00		350,000 00	350,000 00	
Fulfilling treaties with Choctaws	8,616 73	10,520 00	2,500 00	21,636 73	15,753 00	5,883 73
Trust fund—interest on bonds for Choctaw orphans on account of reservations	5,550 26			5,550 26		5,550 26
Trust fund—interest on investment in stocks for Choctaws—education	6,560 78		5,951 20	12,511 98	11,841 12	670 86
Trust fund—interest on investment for Choctaws under their convention with Chickasaws	13,624 54		27,224 08	40,848 62	25,000 00	15,848 62
Removal of Choctaws west of Mississippi. Act March 3, 1842	204 57			204 57		204 57
Interest on awards to Choctaw claimants, &c., for 1845 and 1846. Act June 7, 1846, &c	17,410 67			17,410 67		17,410 67
Carrying into effect Choctaw treaty; reappropriated by act of June 11, 1842, and July 21, 1852	95 83			95 83		95 83
Carrying into effect Choctaw treaty on account of lands relinquished; reappropriated by act of March 2, 1831, and act of July 21, 1852	826 26			826 26		826 26

[a] Carried to surplus fund.

STATEMENT—Continued.

Heads of appropriations.	Balances of appropriations on July 1, 1854.	Appropriations for fiscal year 1854-'5.	Repayments from July 1, 1854, to June 30, 1855.	Amounts applicable to the service of the fiscal year 1854-'5.	Amounts drawn by requisitions from the treasury during the fiscal year 1854-'5.	Balances on June 30, 1855.
Boundary line between the Choctaws and Chickasaws, expenses of reconnaissance of	----------	$1,000 00	----------	$1,000 00	$1,000 00	----------
Arrears due Choctaws under various treaty stipulations, as per report, &c	----------	92,258 50	----------	92,258 50	92,258 50	----------
Fulfilling treaties with Chippewas of Mississippi and Lake Superior of October 4, 1842	$69,779 12	66,200 00	$1 17	135,980 29	39,461 61	$96,518 68
Fulfilling treaties with Chippewas of Saginaw	5,240 08	5,800 00	----------	11,040 08	5,550 00	5,490 08
Fulfilling treaties with Chippewas, Ottowas, and Pottawatomies. Act January 9, 1837	----------	----------	800 00	800 00	----------	800 00
Trust fund—interest on investment in stocks for Chippewas of Swan creek, &c. Act January 9, 1837	1,206 76	----------	335 24	1,542 00	----------	1,542 00
Trust fund—interest on investment in stocks for mills for Chippewas, Ottowas, and Pottawatomies	8,002 69	----------	7,888 45	15,891 14	3,800 00	12,091 14
Trust fund—interest on investment in stocks for education for Chippewas, Ottowas, and Pottawatomies	12,718 88	----------	4,124 94	16,843 82	1,183 59	15,660 23
Fulfilling treaties with Chippewas, Menomonies, Winnebagoes, and New York Indians	3,185 76	1,500 00	----------	4,685 76	2,572 33	2,113 43
Removal and subsistence of Chippewas of Lake Superior and Mississippi from lands ceded, &c. Act September 30, 1850	----------	----------	49 95	49 95	*49 95	----------
Expenses of removal of sub-agency of Chippewas of Lake Superior and Mississippi. Act February 27, 1851	5 30	----------	----------	5 30	*5 30	----------

Payment of goods borrowed by J. S. Watrous, &c., destroyed by fire, &c. Act July 31, 1854		4,136 03		4,136 03		4,136 03
Carrying into effect treaty of Chicago. Act March 3, 1835			40 00	40 00	°40 00	
Fulfilling treaty with Chippewas of February 22, 1855		197,286 66		197,286 66	40,881 09	156,405 57
Fulfilling treaty with Chippewas of Lake Superior of September 30, 1854. Act March 3, 1855		141,160 00		141,160 00	206 25	140,953 75
Expenses of negotiating treaty with Chippewas of Lake Superior of September 30, 1854. Act March 3, 1855		15,744 71		15,744 71	13,844 71	1,900 00
Extinguishing title of Chippewas to lands in Minnesota and Wisconsin, &c.; negotiating for, &c		10,000 00		10,000 00	7,658 32	2,341 68
Expenses of negotiating treaty with Chippewas ratified in 1848			299 25	299 25	°299 25	
Fulfilling treaties with Christian Indians	402 80	400 00		802 80	402 80	400 00
Comanches, Kiowas, and other Indians on Arkansas river, presents to. Act August 30, 1852	373 43			373 43	373 43	
Payment to A. V. Brown and others for ransom of G. W. and M. Wilson from the Comanches		1,000 00		1,000 00		1,000 00
Fulfilling treaties with the Comanches, Kiowas, and Apaches of Arkansas river		46,000 00		46,000 00	42,336 05	3,663 95
Balance due for transportation of presents, &c., to Comanches, Kiowas, and other Indians of Arkansas river		1,200 00		1,200 00	919 06	280 94
Opening communications with the Comanches, Apaches, &c. Act March 8, 1855		10,000 00		10,000 00		10,000 00
Fulfilling treaties with Delawares	9,962 03	97,000 95		106,962 98	†85,186 03	21,776 95
Trust fund—interest on investment in stocks for Delawares—education	122 21		468 38	590 59	234 18	356 41
Fulfilling treaties with Florida Indians	61,425 04	5,000 00		66,425 04	‡47,000 00	19,425 04
Expenses of Seminole Indians from West to Florida, and of other agents engaged in pacification with that portion of the tribe in Florida; act March 2, 1841			2,975 71	2,975 71	°2,975 71	
Fulfilling treaties with Iowas	50	62,362 20		62,362 70	57,689 55	4,673 15

° Carried to surplus fund.

† $7,934 03 of this sum carried to surplus fund.

‡ 42,000 of this sum transferred to War Department under "Removal and subsistence of Seminoles."

STATEMENT—Continued.

Heads of appropriations.	Balances of appropriations on July 1, 1854.	Appropriations for fiscal year 1854-'5.	Repayments from July 1, 1854, to June 30, 1855.	Amounts applicable to the service of the fiscal year 1854-'5.	Amounts drawn by requisitions from the treasury during the fiscal year 1854-'5.	Balances on June 30, 1855.
Boundary line between the Choctaws and Chickasaws, expenses of reconnaissance of	----------	$1,000 00	----------	$1,000 00	$1,000 00	----------
Arrears due Choctaws under various treaty stipulations, as per report, &c	----------	92,258 50	----------	92,258 50	92,258 50	----------
Fulfilling treaties with Chippewas of Mississippi and Lake Superior of October 4, 1842	$69,779 12	66,200 00	$1 17	135,980 29	39,461 61	$96,518 68
Fulfilling treaties with Chippewas of Saginaw	5,240 08	5,800 00	----------	11,040 08	5,550 00	5,490 08
Fulfilling treaties with Chippewas, Ottowas, and Pottawatomies. Act January 9, 1837	----------	----------	800 00	800 00	----------	800 00
Trust fund—interest on investment in stocks for Chippewas of Swan creek, &c. Act January 9, 1837	1,206 76	----------	335 24	1,542 00	----------	1,542 00
Trust fund—interest on investment in stocks for mills for Chippewas, Ottowas, and Pottawatomies	8,002 69	----------	7,888 45	15,891 14	3,800 00	12,091 14
Trust fund—interest on investment in stocks for education for Chippewas, Ottowas, and Pottawatomies	12,718 88	----------	4,124 94	16,843 82	1,183 59	15,660 23
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Removal and subsistence of Chippewas of Lake Superior and Mississippi from lands ceded, &c. Act September 30, 1850	----------	----------	49 95	49 95	*49 95	----------
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Carrying into effect treaty of Chicago. Act March 3, 1835			40 00	40 00	°40 00	
Fulfilling treaty with Chippewas of February 22, 1855		197,286 66		197,286 66	40,881 09	156,405 57
Fulfilling treaty with Chippewas of Lake Superior of September 30, 1854. Act March 3, 1855		141,160 00		141,160 00	206 25	140,953 75
Expenses of negotiating treaty with Chippewas of Lake Superior of September 30, 1854. Act March 3, 1855		15,744 71		15,744 71	13,844 71	1,900 00
Extinguishing title of Chippewas to lands in Minnesota and Wisconsin, &c.; negotiating for, &c		10,000 00		10,000 00	7,658 32	2,341 68
Expenses of negotiating treaty with Chippewas ratified in 1848			299 25	299 25	°299 25	
Fulfilling treaties with Christian Indians	402 80	400 00		802 80	402 80	400 00
Comanches, Kiowas, and other Indians on Arkansas river, presents to. Act August 30, 1852	373 43			373 43	373 43	
Payment to A. V. Brown and others for ransom of G. W. and M. Wilson from the Comanches		1,000 00		1,000 00		1,000 00
Fulfilling treaties with the Comanches, Kiowas, and Apaches of Arkansas river		46,000 00		46,000 00	42,336 05	3,663 95
Balance due for transportation of presents, &c., to Comanches, Kiowas, and other Indians of Arkansas river		1,200 00		1,200 00	919 06	280 94
Opening communications with the Comanches, Apaches, &c. Act March 8, 1855		10,000 00		10,000 00		10,000 00
Fulfilling treaties with Delawares	9,962 03	97,000 95		106,962 98	†85,186 03	21,776 95
Trust fund—interest on investment in stocks for Delawares—education	122 21		468 38	590 59	234 18	356 41
Fulfilling treaties with Florida Indians	61,425 04	5,000 00		66,425 04	‡47,000 00	19,425 04
Expenses of Seminole Indians from West to Florida, and of other agents engaged in pacification with that portion of the tribe in Florida; act March 2, 1841			2,975 71	2,975 71	°2,975 71	
Fulfilling treaties with Iowas	50	62,362 20		62,362 70	57,689 55	4,673 15

° Carried to surplus fund.

† $7,934 03 of this sum carried to surplus fund.

‡ 42,000 of this sum transferred to War Department under "Removal and subsistence of Seminoles."

STATEMENT—Continued.

Heads of appropriations.	Balances of appropriations on July 1, 1854.	Appropriations for fiscal year 1854-'55.	Repayments from July 1, 1854, to June 30, 1855.	Amounts applicable to the service of the fiscal year 1854-'55.	Amounts drawn by requisitions from the treasury during the fiscal year 1854-'55.	Balances on June 30, 1855.
Fulfilling treaties with Kansas	$20,372 64	$10,000 00	$1,000 68	$31,373 32	$10,311 68	$21,061 64
Trust fund—interest on investment in stocks for Kansas schools	11,836 79	----------	1,503 30	13,340 09	----------	13,340 09
Fulfilling treaty with Kaskaskias, Peorias, Weas, and Piankeshaws, of May 30, 1854; act Aug. 3, 1854	----------	19,360 00	----------	19,360 00	10,060 00	9,300 00
Fulfilling treaties with Kickapoos	----------	66,000 00	102 82	66,102 82	55,507 55	10,595 27
Fulfilling treaties with Menomonies	83,330 17	26,530 00	----------	109,860 17	41,263 26	68,596 91
Trust fund—interest on investment in stocks for Menomonies	5 96	----------	8,244 22	8,250 18	8,250 18	----------
Expenses of negotiating the articles of May 12, 1854, with the Menomonies, &c	----------	950 00	----------	950 00	950 00	----------
Fulfilling treaties with Miamies	95,674 51	39,040 00	1,063 77	135,778 28	†132,315 74	3,462 54
Fulfilling treaties with Eel Rivers, Miamies	2,200 00	1,100 00	4 00	3,304 00	2,200 00	1,104 00
Fulfilling treaty with Miamies of June 5, 1854; act August 5, 1854	----------	57,467 61	----------	57,467 61	3,113 00	54,354 61
Payment in full to John Grigg and Sash-o-Squash, per 4th article treaty with Miamies of June 5, 1854	----------	9,689 22	----------	9,689 22	9,689 22	----------
Fulfilling treaties with Navajoes	----------	5,000 00	8,711 94	13,711 94	‡8,824 04	4,887 90
Negotiating treaties with Apaches, Navajoes, and Utahs	----------	30,000 00	----------	30,000 00	485 14	29,514 86
Fulfilling treaties with Omahas	848 00	43,140 00	12,000 00	55,988 00	46,940 00	9,048 00
Relief of Omaha Indians; act August 30, 1852	15,000 00	----------	----------	15,000 00	5,000 00	10,000 00
Fulfilling treaties with Osages	39,581 46	25,456 00	56	65,038 02	23,055 64	41,982 38
Trust fund—interest on investment in stocks for Osages—education	11,947 55	----------	1,903 44	13,850 99	----------	13,850 99

Fulfilling treaties with Ottoes and Missourias	1,996 25	21,740 00	5,000 00	28,736 25	21,048 75	7,687 50
Carrying out treaties with Ottoes and Missourias, Omahas and Delawares, Iowas, &c; act March 3, 1855		20,000 00		20,000 00		20,000 00
Fulfilling treaties with Ottowas	4,334 00	4,300 00		8,634 00	4,300 00	4,334 00
Trust fund—interest on investment in stocks for Ottowas of Blanchard's Forks	595 67		508 40	1,104 07		1,104 07
Trust fund—interest on investment in stocks for Ottowas of Roche de Bœuf, &c.	339 32		94 26	433 58		433 58
Fulfilling treaties, Ottowas and Chippewas	53,436 99	60,510 00		113,946 99	60,155 37	53,791 62
Trust fund—interest on investment in stocks for Ottowas and Chippewas	1,171 22		1,155 54	2,326 76		2,326 76
Fulfilling treaties with Pawnees	6,966 02	1,000 00		7,966 02	766 09	7,199 93
Relief of Thomas Talbot and others, (depredations of Pawnees)			105 00	105 00	°105 00	
Fulfilling treaties with Piankeshaws	800 00			800 00	°800 00	
Fulfilling treaties with Pottawatomies	88,055 62	80,660 00	5,000 00	173,715 62	78,497 63	95,217 99
Fulfilling treaties with Pottawatomies of Huron	400 00	400 00		800 00	400 00	400 00
Expenses of removal and subsistence of Pottawatomies of Indiana; act March 3, 1839, &c	2,123 12			2,123 12	°2,123 12	
Expenses of removing Pottawatomies, Sacs and Foxes, from Iowa west of Mississippi, &c			2,000 00	2,000 00	°2,000 00	
Fulfilling treaties with Quapaws	2,486 71	2,660 00		5,146 71	1,256 03	3,890 68
Fulfilling treaties with Sacs and Foxes of Mississippi	108,957 03	73,880 00		182,837 03	83,880 00	98,957 03
Carrying into effect treaty with Sacs and Foxes of Mississippi, of October 11, 1842; acts March 3, 1843, and September 30, 1850			260 99	260 99	°260 99	
Fulfilling treaties with Sacs and Foxes of Missouri	5,061 45	28,370 00		33,431 45	26,971 45	6,460 00
Surveying and allotting to the proper persons, &c., the reserved tracts, per 9th and 10th articles treaty with Sacs and Foxes, of July 15, 1830		10,922 29		10,922 29		10,922 29
Fulfilling treaties with Senecas of New York	11,145 59	9,750 00	340 99	21,236 58	9,750 00	11,486 58
Fulfilling treaties with Senecas	1,617 55	2,660 00	67	4,278 22	1,720 00	2,558 22
Awards for improvements surrendered by Senecas of New York, per 5th article treaty of May 20, 1842	15,018 36			15,018 36		15,018 36
Trust fund—Senecas of New York, per 3d article treaty of May 20, 1842	108 21			108 21		108 21

° Carried to surplus fund. † $44,668 16 of this sum carried to surplus fund. ‡ $8,000 of this sum carried to surplus fund.

STATEMENT—Continued.

Heads of appropriations.	Balances of appropriations on July 1, 1854.	Appropriations for fiscal year 1854–'55.	Repayments from July 1, 1854, to June 30, 1855.	Amounts applicable to the service of the fiscal year 1854–'55.	Amounts drawn by requisitions from the treasury during the fiscal year 1854–'55.	Balances on June 30, 1855.
Trust fund—interest on investments in stocks for Senecas	$125 00	----------	$250 00	$375 00	$250 00	$125 00
Fulfilling treaties, Senecas and Shawnees	1,721 80	$2,060 00	----------	3,781 80	1,420 00	2,361 80
Trust fund—interest on investment in stocks for Senecas and Shawnees	493 89	----------	892 96	1,386 85	940 37	446 48
Fulfilling treaties with Shawnees	4,501 42	3,000 00	----------	7,501 42	*4,001 42	3,500 00
Trust fund—interest on investment for Shawnees	1,018 94	----------	419 16	1,438 10	----------	1,438 10
Fulfilling treaty with Shawnees, May 10, 1854	----------	138,936 00	----------	138,936 00	116,770 26	22,165 74
Fulfilling treaties with Six Nations of New York	1,756 20	4,500 00	69 20	6,325 40	1,212 50	5,112 90
Fulfilling treaties with Sioux of Mississippi	273,602 69	173,800 00	----------	447,402 69	180,226 48	267,176 21
Fulfilling treaties with Yancton and Santie Sioux	----------	----------	470 00	470 00	†470 00	----------
Expenses of treating, &c., with Mississippi and St. Peter's Sioux for their lands in Minnesota	1 48	----------	----------	1 48	†1 48	----------
Surveying boundary lines of lands to be provided for the Sioux Indians, under the Senate's amendments to the treaties of July and August, 1851; act July 31, 1854	----------	1,200 00	----------	1,200 00	----------	1,200 00
Transportation of annuities, goods, &c., to the Sioux of Mississippi, 1854–'5, and 1855–'6	----------	32,000 00	----------	32,000 00	1,000 00	31,000 00
Fulfilling treaty with Stockbridges	2,731 00	825 00	13,700 00	17,256 00	2,581 00	14,675 00
Removal and subsistence of Stockbridges to the west of the Mississippi	----------	7,000 00	----------	7,000 00	----------	7,000 00
Carrying into effect treaty with Stockbridges and Munsees; reappropriated, act March 3, 1853	681 00	----------	----------	681 00	105 00	576 00
Trust fund—interest on investment in stocks for Stockbridges and Munsees	468 38	----------	312 24	780 62	624 50	156 12

Treating, &c., among the Stockbridges and Munsees of Lake Winnebago, &c.		1,500 00		1,500 00	1,125 00	375 00
Fulfilling treaties with Utahs	1,735 29	5,000 00		6,735 29		6,735 29
Incidental expenses of Indian service in Utah	157 72	30,000 00	216 00	30,373 72	15,219 87	15,153 85
Expenses of negotiating treaties with Indians in Utah Territory		45,000 00		45,000 00		45,000 00
Fulfilling treaties with Umpquas, (Cow-Creek band)		2,550 00		2,550 00	2,550 00	
Expenses of negotiating treaties with the Rogue River and the Cow Creek bands of Umpqua Indians		5,000 00		5,000 00	3,000 00	2,000 00
Fulfilling treaties with the Rogue Rivers		31,150 00		31,150 00	9,000 00	22,150 00
Fulfilling treaties with Umpqua and Callapooias of Oregon		62,260 00		62,260 00		62,260 00
Fulfilling the articles with the bands of Chastas, Scoton, and Umpquas, of November 18, 1854		35,780 00		35,780 00	7,989 08	27,790 92
Fulfilling the articles of January 10, 1855, with bands of Callapooias, Malala, and Clackamas Indians of Oregon, &c.		23,980 00		23,980 00	3,396 81	20,583 19
Fulfilling treaties with Weas	3,000 00			3,000 00	†3,000 00	
Fulfilling treaties with Winnebagoes	50,385 07	171,185 00	9,000 00	230,570 07	117,367 10	‡113,202 97
Expenses of removal, &c., of Winnebagoes; act July 20, 1840	2,192 24			2,192 24	†2,192 24	
Payment in full to the Winnebagoes of certain balances of appropriations for annuities		40,004 69		40,004 69		40,004 69
Fulfilling treaties with Wyandots	18,661 28	19,110 00		37,771 28	18,908 25	18,863 03
Trust fund—interest on investment in stocks for Wyandots	2,676 24		5,345 68	8,021 92	5,349 08	2,672 84
Fulfilling treaty with Wyandots of January 31, 1855		128,566 67		128,566 67		128,566 67
Extinguishing title of Indian tribes to lands west of Missouri and Iowa; act March 3, 1853	27,259 48			27,259 48	4,415 65	22,843 83
Expenses of holding treaties with the wild tribes of the prairie			147 00	147 00	†147 00	
Expenses of rescuing prisoners from Indian tribes		5,000 00		5,000 00		5,000 00
Payment of annuities, and transportation of same to certain Indian tribes, per 7th article of treaty of Fort Laramie of September 7, 1851	12,252 05	96,000 00	212 70	108,464 75	80,494 18	27,970 57
Reimbursing John W. Whitfield, &c., for ransom of one white and ten Mexican prisoners		170 00		170 00	170 00	

‡$1,501 42 of this sum carried to surplus fund. † Carried to surplus fund.

STATEMENT—Continued.

Heads of appropriations.	Balances of appropriations on July 1, 1854.	Appropriations for fiscal year 1854–'5.	Repayments from July 1, 1854, to June 30, 1855.	Amounts applicable to the service of the fiscal year 1854–'5.	Amounts drawn by requisitions from the treasury during the fiscal year 1854–'5.	Balances on June 30, 1855.
Expenses of Indian service in New Mexico	$12,081 32	$25,000 00	$1,170 54	$38,251 86	$26,468 48	$11,783 38
Pay of five Indian agents and their interpreters for New Mexico and Utah	91 14	----------	391 06	482 20	*482 20	----------
Presents to bands of Pueblo Indians in New Mexico	----------	10,000 00	----------	10,000 00	----------	10,000 00
Redemption of daughter of Mr. and Mrs. James M. White	----------	----------	1,460 00	1,460 00	*1,460 00	----------
Salary of clerk to superintendent in California	2,500 00	2,500 00	----------	5,000 00	2,500 00	2,500 00
Pay of three sub-agents for California	----------	4,500 00	----------	4,500 00	3,000 00	1,500 00
Removal and subsistence of Indians in California	----------	200,000 00	----------	200,000 00	175,000 00	25,000 00
General and incidental expenses of Indian service in California	----------	25,000 00	----------	25,000 00	18,250 00	6,750 00
Adjusting difficulties among the Indians in Oregon	----------	10,000 00	----------	10,000 00	10,000 00	----------
Payment of persons engaged in provisional government of Oregon, and purchase of presents for Indian tribes, &c	365 70	----------	----------	365 70	365 70	----------
Temporary clerks by superintendents, &c., employment of	----------	5,000 00	----------	5,000 00	250 00	4,750 00
Compensation of an agent and two interpreters for the wild tribes of the prairie	63	----------	2,801 16	2.801 79	*2,801 79	----------
Compensation of three special agents and four interpreters for Indian tribes of Texas	2,799 83	15,000 00	264 93	18,064 76	15,665 34	2,399 42
Purchase of presents and removal of Indians from Texas	2,806 60	----------	----------	2,806 60	†2,806 60	----------
Expenses of witnesses, marshal, &c., in case of Governor Ramsay	----------	720 00	----------	720 00	720 00	----------

Services of Robert A. Matthews in copying in case of Governor Ramsay		250 00		250 00	250 00	
Expenses of witnesses and fees in the case of Governor Ramsay		350 00		350 00	350 00	
Flags for distribution among the Indian tribes of California			6 75	6 75	⁰6 75	
Clerk-hire, &c., for superintendent of Oregon			1,812 31	1,812 31	‡1,812 31	
Pay of four sub-agents in Oregon		4,000 00		4,000 00	4,000 00	
Expenses of negotiating treaties with Indian tribes of Oregon	4,839 45	68,000 00	1,115 96	73,955 41	§55,789 23	18,166 18
Buildings and repairs for superintendent in Oregon			1,401 26	1,401 26	‖1,401 26	
Travelling expenses of superintendent and Indian agents in Oregon			702 44	702 44	702 44	
Fulfilling the articles of 26th December, 1854, with bands of Indians of Puget's Sound		16,500 00		16,500 00		16,500 00
Expenses of negotiating treaties with the Indians in Washington Territory		45,000 00	1,406 49	46,406 49	43,888 60	2,517 89
Holding council with Blackfeet and Gros Ventres, and other wild tribes of Indians in or near the east boundary of Washington Territory		80,000 00		80,000 00	45,361 93	34,638 07
Incidental expenses of Indian service in Washington Territory		20,000 00		20,000 00	20,000 00	
Pay of two sub-agents in Washington Territory		2,000 00		2,000 00	2,000 00	
Pay of three Indian agents in Washington Territory, for six months		2,250 00		2,250 00	2,250 00	
Pay of two sub-agents in Washington Territory, for six months		1,000 00		1,000 00	1,000 00	
Buildings for agents in Washington Territory		5,000 00		5,000 00	5,000 00	
Pay of six agents, per 6th section act 31st July, 1854		9,000 00		9,000 00	4,500 00	4,500 00
Pay of six interpreters in Washington Territory		3,000 00		3,000 00	3,000 00	
Pay of six interpreters in Washington Territory, for six months		1,500 00		1,500 00	1,500 00	
Incidental expenses of Indian service in Oregon		10,000 00		10,000 00	10,000 00	
Insurance and transportation of annuities to Indian tribes of Oregon		3,000 00		3,000 00	3,000 00	
Payment of liabilities for Indian service in Oregon, &c.		10,000 00		10,000 00	3,000 00	7,000 00

⁰ Carried to surplus fund. † Of this sum, $2,717 21 carried to surplus fund. ‡ $4 66 of this sum carried to surplus fund. § $840 52 of this sum carried to surplus fund. ‖ 25 cents of this sum carried to surplus fund.

STATEMENT—Continued.

Heads of appropriations.	Balances of appropriations on July 1, 1854.	Appropriations for fiscal year 1854-'5.	Repayments from July 1, 1854, to June 30, 1855.	Amounts applicable to the service of the fiscal year 1854-'5.	Amounts drawn by requisitions from the treasury during the fiscal year 1854-'5.	Balances on June 30, 1855.
Expenses of settling, concentrating, and subsisting the Indians in the State of Texas		$86,430 00		$86,430 00	$55,230 00	$31,200 00
To enable the President to negotiate a treaty with the Indians of Michigan, &c		10,000 00		10,000 00	2,510 48	7,489 52
Drafts, checks, and deposites, &c., &c., with Selden, Withers, & Co., &c., to be reimbursed, &c		4,400 00		4,400 00		4,400 00
Payment to Thompson Connoly and James Connoly, children of John Connoly		200 00		200 00	200 00	
Relief of William Senna Factor, act of July 27, 1854		1,000 00		1,000 00	1,000 00	
Relief of Margaret Farrar, act of February 3, 1853		342 50		342 50	342 50	
Relief of John Phagan, act of July 27, 1854		444 00		444 00	444 00	
Relief of children and grandchildren of Thomas Morris		2,100 00		2,100 00	2,100 00	
Relief of widow and children of Ezra Chapman		840 00		840 00	840 00	
Navy pension fund	$14,807 39		$2,862 84	17,670 23	2,696 72	14,973 51
Invalid pensions, navy	89,540 79		2,584 62	92,125 41	*92,125 41	
Five years' pensions to widows and orphans, act of August 11, 1848		77,284 94	1,449 00	78,733 94	78,733 94	
Privateer pension fund	7,000 00			7,000 00	2,659 33	4,340 67
Liquidating and paying certain claims of State of Virginia		4,013 00		4,013 00	4,013 00	
Revolutionary pensions	78,201 13		25,331 34	103,201 13	†103,201 13	
Invalid pensions	82,987 65	312,500 00	‡36,529 85	432,017 50	424,185 78	7,831 72
Pensions, act of May 15, 1828	33,689 29		17,688 24	51,377 53	§51,151 21	226 32
Pensions, act of June 7, 1832	51,940 81		75,957 44	127,898 25	‖127,898 25	

Pensions, act of July 4, 1836, &c	84,614 24	96,000 00	85,473 23	266,087 47	¶ 245,854 05	20,233 42
Pensions, act of July 7, 1838	73,523 13	10,000 00	43,736 68	127,259 81	●● 117,259 81	10,000 00
Pensions, act of March 3, 1843	48,986 35	----------	63,858 82	112,845 17	†† 112,845 17	----------
Pensions, acts of June 17, 1844, February 2 and July 29, 1848	257,933 77	56,000 00	60,713 08	374,646 85	350,850 18	23,796 67
Unclaimed pensions, act of April 6, 1838, &c	----------	23,747 54	461 81	24,209 35	24,209 35	----------
Half-pay pensions, payable through Third Auditor	38,711 77	----------	22 95	38,734 72	‡‡ 38,706 42	28 30
Pensions, act of February 3, 1853	93,973 05	376,200 00	§§ 86,063 51	556,236 56	523,216 14	33,020 42
Totals	2,376,775 50	4,793,100 64	715,452 73	7,885,328 87	5,229,532 10	2,655,796 77

● $20,000 of this sum transferred to "expense of judiciary," and $15,188 89 to surplus fund. † $93,091 17 of this sum carried to surplus fund. ‡ Of this sum, $10,000 was a transfer from "pensions, act of March 3, 1843." § $40,130 69 of this sum carried to surplus fund. ‖ $29,307 25 of this carried to surplus fund. ¶ $40,000 of this sum transferred to "expenses of judiciary," and $40,000 to "pensions, act of February 3, 1853." ●● $5,407 02 of this carried to surplus fund. †† $28,297 48 of this carried to surplus fund, as, also, $40,000 transferred to "expenses of judiciary;" 15,000 to "pensions, act of February 3, 1853, and $10,000 to invalid pensions, act of 1818." ‡‡ Of this sum, $38,047 07 carried to surplus fund. §§ $40,000 of this was a transfer from "pensions, act of July 4, 1836," and $15,000 from pensions, act of March 3, 1843.

RECAPITULATION.

Amount applicable to the service of the fiscal year 1854–'5, as per aggregate of fourth column		$7,885,328 87
From which deduct amount of refunding and transfer requisitions, per third column		715,452 73
Will show the amount applicable to the above period		7,169,876 14
From which deduct amount drawn by requisitions from the treasury, as per aggregate of fifth column	$5,229,532 10	
From which last sum deduct amount drawn by refunding and transfer requisitions, as per third column	715,452 73	
		4,514,079 37
Will leave the aggregate of the sixth column of balances on June 30, 1855		2,655,796 77

J. M. BRODHEAD, *Comptroller.*

TREASURY DEPARTMENT, SECOND COMPTROLLER'S OFFICE, *December* 10, 1855.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 78.

UNITED STATES COURTS.

LETTER

FROM THE

SECRETARY OF THE INTERIOR,

TRANSMITTING

Information as to the length of the sessions of the United States courts.

April 10, 1856.—Referred to the Committee on the Judiciary, and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, April 9, 1856.

SIR: In answer to the resolution of the House, of the 8th instant, requesting me to communicate such information as may be in my possession respecting the practice of prolonging the sessions of the United States courts in any of the judicial districts, beyond what is deemed requisite for a proper discharge of the business before said courts, I have the honor to state, that the only case of such malpractice of which the department has definite information is that of the United States circuit and district courts at Pittsburg, Pennsylvania.

I enclose a copy of a letter to me from the First Comptroller of the Treasury, dated the 17th instant, with the accompanying abstracts from the minutes of the daily proceedings of those courts from the 1st of January to the 30th June, 1855. These abstracts show the number of days those courts were in session during the six months specified; also the nature and amount of business transacted therein respectively; and, in my opinion, leave no room to doubt that the sessions of those courts have been uselessly prolonged.

I have the honor to be, very respectfully, your obedient servant,

R. McCLELLAND,
Secretary.

Hon. NATHANIEL P. BANKS, Jr.,
Speaker of the House of Representatives.

TREASURY DEPARTMENT, COMPTROLLER'S OFFICE,
March 17, 1856.

SIR: I hand to you the following abstracts of per diem compensation charged in the accounts of the clerk of the circuit court of the

United States in the western district of Pennsylvania, and of the district court.

1st. Abstract of the account of H. Sproul, clerk of the circuit court, for the 1st quarter of 1855; also of the 2d quarter of 1855.

2d. Abstract of the account of John D. W. White, clerk of the district court of said district, for the half year ending June 30, 1855.

They present such a state of malfeasance in office on the part of Judge Irwin as should, in my opinion, be exposed in a way to correct and rebuke it.

Most sincerely yours,

ELISHA WHITTLESEY.

Hon. ROBERT MCCLELLAND,
Secretary of the Interior.

Abstract of charges of Henry Sproul, clerk of the circuit court of the United States for the western district of Pennsylvania, for his attendance at the circuit court of the United States held at Pittsburg from the first day of January, 1855, to the 31st day of March of said year, viz:

January	1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 27, 29, 30, and 31; 26 days, at $5 per day	$130 00
February	1, 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 19, 20, 21, 22, 23, 24, 26, 27, and 28; 23 days, at $5 per day	115 00
March	1, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, and 31; 26 days, at $5	130 00
	Total charges for attendance for 1st quarter of 1855...	375 00

Abstract of charges of Henry Sproul, clerk of the circuit court of the United States for the western district of Pennsylvania, from the 1st day of April, A. D. 1855, to the 30th day of June, 1855, both days inclusive, viz: at Pittsburg.

ATTENDANCE.

April	2, 4, 5, 6, 7, 9, 10, 11, 14, 16, 18, 20, 21, 24, 25, 28, and 30—17 days, at $5 per day	$85 00
May	2, 3, 5, 7, 8, 9, 12, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30, and 31—23 days	115 00
June	1, 2, 4, 6, 8, 9, 11, 12, 13, 15, 16, 18, 19, 20, 23, 25, 27, 29, and 30—19 days	95 00
	Total charges for attendance for second quarter of 1855	295 00

Abstract of the charges of John D. W. White, clerk of the district court of the United States for the western district of Pennsylvania, for attendance on the United States district court for the said district, from January 1 to June 30, 1855, inclusive, as follows, viz:

1855.

January	1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 29, 30, 31.....	27 days.
February	1, 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 26, 27, 28.....	24 "
March	1, 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31.....	27 "
April	2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 23, 24, 27, 28, 30.....	23 "
May	1, 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31.....	25 "
June	1, 2, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30.....	26 "

Total 152 days, at $5 per day.....	$760 00
For Sunday, June 17, 1855, attending to same duty...	5 00
Total for half year, ending June 30, 1855	765 00

Minutes of the circuit court from the first day of January, 1855, to the 31st day of March, 1855, both days inclusive.

Monday, January 1, 1855.—Court met: Present, Hon. Thomas Irwin.

Henry Geddis and wife
vs.
The Fayette Manufacturing Co. and John Rutherford. } No. 19 of November term, 1852.

The rule upon Alfred Patterson, esq., to show cause why he does not pay the costs in the above cause, continued by consent till to-morrow, at 10 o'clock.

Tuesday, January 2, 1855.—Court met: Present, Hon. Thomas Irwin.

Harvey Geddis and Co.
vs.
The Fayette Manufacturing Co. and John Rutherford. } No. 19 of May term, 1852.

The rule of the 27th November, 1854, on A. Patterson, esq., to show cause why he does not pay the costs in the above suit, continued till Tuesday, the 9th instant, at 10 a. m.

Daniel Crew, Martin Donnelly, Henry Fitzgerald, Patrick Helland, Florence Sullevan, and Henry Tennemeyer, aliens, came into court and presented their petitions to become citizens of the United States, took the oath prescribed by law, and were thereupon admitted citizens, &c.

Wednesday, January 3, 1855.—Court met: Present, Hon. Thomas Irwin.

John C. Tollmen
vs.
Thomas Doft. } No. 11 of November term, 1855.

Execution attachment. The rule to show cause why the judgment entered against J. Hill should not be set aside came on to be heard, and was argued by counsel; and the court order the judgment to be set aside upon the payment of the costs of entering the judgment and this rule, and to file a sufficient answer.

Thursday, January 4, 1855.—Court met: Present, Hon. Thomas Irwin.

George Milne & Co.
vs.
A. J. Alexander & Co. } No. 19 of May term, 1854.

And now, to wit, January 4, 1855, on motion of Mr. Alden, attorney for plaintiffs, rule on defendants to file an affidavit to the merits, or else to show cause why the order opening the judgment to let the defendants into a defence should not be stricken off, &c.

Wood and Dunlap
vs.
A. J. Alexander & Co. } No. 2 of May term, 1854.

On motion of Mr. Alden, the court grant the same rule in this case as in No. 19 of May term, 1855.

Friday, January 5, 1855.—Court met, in equity: Present, Hon. Thomas Irwin.

David Williams
vs.
John Coyle *et al.* } No. 41 of May term, 1854. In equity.

On motion of Mr. Alden, an attachment is ordered against John Coyle for contempt in not answering the bill of complaint of David Williams.

Saturday, January 6, 1855.—Court met: Present, Hon. Thomas Irwin.

Counsel not being in attendance, adjourned to meet on Monday morning at 10 o'clock.

Monday, January 8, 1855.—Court met.

Mechanics' Bank of the City of New York *vs.* George E. Hagg. } No. 7 of May term, 1855.

The rule in this case came on to be heard, and was argued by counsel; and the court being fully advised in the premises, do order judgment to be entered for plaintiff against the defendant in default of a sufficient affidavit of defence, *sec. reg.*

The Seneca County Bank *vs.* John H. Page.

And now, to wit, January 8, 1855, on motion of C. Shaler & Co., rule upon the defendant to show cause why the plaintiff should not have judgment for want of a sufficient affidavit of defence, returnable on Saturday next, the 13th instant, at 10 o'clock.

Tuesday, January 9, 1855.—Court met: Present, Hon. Thomas Irwin.

Harvey Geddis and wife, and others, *vs.* The Fayette Manufacturing Co. and John Rutherford. } No. 19 of May term, 1852.

The rule upon Alfred Patterson, esq., to show cause why he does not pay the costs in the above case was argued by counsel, and the court continued it over to the 19th January instant, at 10 o'clock a. m.

Harvey Huffman *vs.* James Ross *et al.* } No. 3 of May term, 1855.

The motion to dissolve the writ of estrepment in this case came on to be heard, and was argued by counsel for defendants. Continued till to-morrow morning at 10 o'clock.

Wednesday, January 10, 1855.—Court met: Present, Hon. Thomas Irwin.

Murray Hoffman *vs.* James Ross *et al.* } No. 3 of May term, 1855.

In this case the court delivered the opinion, and motion refused.

Conrad Friend, an alien, presented his petition praying to be admitted a citizen of the United States, took the oath prescribed by law and made the necessary proofs, and was thereupon admitted a citizen, &c.

Thursday, January 11, 1855.—Court met: Present, Hon. Thomas Irwin.

The two coal-boats alleged to be the property of the Cincinnati Coal Company, J. Nye & Co., intervenors, *ads.* Thomas Jones *et al.* } No. 32 of May term, 1854.

And now, to wit, January 11, 1855, on motion of counsel for the libellants, a rule is granted to show cause why judgment should not be entered without costs to either party, returnable at the next regular session of the circuit court, being the second Monday of May next.

Friday, January 12, 1855.—Court met: Present, Hon. Thomas Irwin.

Murray Hoffman *vs.* James Ross *et al.* } No. 3 of May term, 1855.

The court having refused the motion to dissolve the writ of estrepment in this cause, Mr. Williams, counsel for the defendant, moves the court to dissolve the writ of estrepment on the defendant's giving sufficient bail for the damages done to the land.

Saturday, January 13, 1855.—Court met: Present, Hon. Thomas Irwin.

The Seneca County Bank *vs.* John H. Page. } No. 16 of May term, 1855.

The rule to show cause why judgment should be entered, in default of a sufficient affidavit of defence, came on to be heard and was argued by counsel, and the court, being fully advised in the premises, discharged the rule, and grant a rule upon defendant to plead in one month, or judgment.

Monday, January 15, 1855.—Court met, in equity: Present, Hon. Thomas Irwin.

William Sloan, a citizen of the State of Virginia, *vs.* Abraham Mansfield and others. } No. 3 of November term, 1854. In equity.

The rule to show cause why a master should not be appointed to state an account, preparatory to a final decree, came on to be heard, and was argued by counsel, and the court, being fully advised in the premises, discharged the rule; plaintiff to pay the costs of the rule, and H. Sproul appointed master and commissioner to take testimony in this cause.

Tuesday, January 16, 1855.—Court met: Present, Hon. Thomas Irwin.

John Newman, an alien and native of Germany, came into court and presented his petition, praying to be admitted a citizen of the

United States, took the oath prescribed by law, and was thereupon admitted a citizen, &c. Patrick Caffay, a native of Ireland, declared his intention to become a citizen of the United States.

Murray Hoffman
vs.
James Ross *et al.* } No. 3 of May term, 1855.

The motion in this case continued, unless notice be given to counsel.

Wednesday, January 17, 1855.—Court met: Present, Hon. Thomas Irwin.

David Allen *et al.*
vs.
John Wilkins, and the executors of A. Allen's estate. } No. 9 of May term, 1854.

On motion of Mr. McCandless, the court approve the bond filed in this cause, and order the record to be forwarded, as requested; the writ of error having been allowed by the court.

Thursday, January 18, 1855.—Court met: Present, Hon. Thomas Irwin.

Murray Hoffman
vs.
James Ross *et al.* } No. 3 of May term. Ejectment.

And now, to wit, January 18, 1855, on motion a rule is granted to take depositions, on the part of the plaintiff, before the prothonotaries of Columbia and Huntingdon counties, on ten days' notice, and delivered to Mr. Johnston.

Murray Hoffman
vs.
James Ross *et al.* } No. 3 of May term, 1855. Ejectment.

On the motion to dissolve the writ of estrepment in this case, it was ordered that witnesses to be examined touching the value of the bond in controversy in this cause be examined before H. Sproul, commissioner of this court, whenever they may appear before him.

Friday, January 19, 1855.—Court met: Present, Hon. Thomas Irwin.

Harvey Geddis and wife
vs.
The Fayette Manufacturing Company and Jno. Rutherford. } No. 19 of May term, 1852. Ejectment.

And now, to wit, January 19, 1855, rule on the part of plaintiffs to take the deposition of witnesses, to be read on the hearing of the rule on Alfred Patterson, esq., to show cause why he does not pay the costs in the above suit before the prothonotary of Fayette county, or, in his absence, the recorder of deeds of said county, on ten days' notice.

Murray Hoffman
vs. } No. 3 of May term, 1853.
James Ross *et al.*

On motion, the court permits the bond to be filed in this cause, and dissolves the trial of estrepment, as to ——— of the bond.

Saturday, January 20, 1855.—Court met: Present, Hon. Thomas Irwin.

Arthur Foster and James McCarren, aliens and subjects of the Queen of Great Britain and Ireland, came into court, and presented their petition to be admitted citizens of the United States; and, having made proof to the satisfaction of the court and made the necessary renunciation, were thereupon admitted citizens of the United States. John Rosenberg declared his intention to become a citizen, &c.

Monday, January 22, 1855.—Court met: Present, Hon. Thomas Irwin.

United States
vs. } No. 3 of May term, 1854. Amicable action.
Richard Hope.

By consent of counsel, this cause continued until to-morrow morning at 10 o'clock.

Tuesday, January 23, 1855.—Court met: Present, Hon. Thomas Irwin.

United States
vs. } No. 3 of May term, 1854.
Richard Hope.

Amicable action continued, the counsel of the parties not being in attendance.

Wednesday, January 24, 1855.—Court met: Present, Hon. Thomas Irwin.

John Q. Eoff
vs. } No. 17 of November term, 1854. Action on the case.
J. J. Anderson.

And now, to wit, January 24, 1855, on motion of T. J. Fox Alden, esq., the court, after having inspected the affidavit of defence in this cause, also the affidavit of Robert Anderson, the postmaster of Pittsburg, do direct judgment to be entered in favor of the plaintiff against the defendant, for the sum of six hundred and sixty-two dollars and thirteen cents, in default of a sufficient affidavit of defence.

Thursday, January 25, 1855.—Court met: Present, Hon. Thomas Irwin.

No business being ready, adjourned to meet on Saturday at 10 o'clock.

Friday, January 26, 1855.—Court not in session.

Saturday, January 27, 1855.—Court met: Present, Hon. Thomas Irwin.

Fergus Fallon, Michael Glenn, and Martin Ford, aliens, and subjects of Queen Victoria, declared their intentions to become citizens of the United States, and took the oath prescribed by law.

Monday, January 29, 1855.—Court met: Present, Hon. Thomas Irwin.

Christian Runnaway, an alien, and subject of the King of Prussia, came into court, and presented his petition to become a citizen of the United States, took the oath prescribed by law, and the proofs required by the court, and was thereupon admitted a citizen of the United States.

Joseph Fay, an alien, declared his intention to become a citizen of the United States, and took the oath prescribed by law.

Tuesday, January 30, 1855.—Court met: Present, Hon. Thomas Irwin.

William Sloane *vs.* Abraham Mansfield *et al.* } In equity. No. 3 of November term, 1854.

The rule to show cause in this case—further continuance, the parties not being in attendance.

Wednesday, January 31, 1855.—Court met: Present, Hon. Thomas Irwin.

Josiah S. Parker *vs.* The City of Pittsburg. } No. 31 of November term, 1853.

Mr. McCalmont moved the court for a rule, to show cause why the liquidation of the judgment in this cause should not be corrected; and the court refused the rule, until the amount admitted to be due was paid into court, and the costs.

Thursday, February 1, 1855.—Court met: Present, Hon. Thomas Irwin.

Josiah S. Parker *vs.* The City of Pittsburg. } No. 31 of November term, 1853.

And now, to wit, February 1, 1855, the sum of $775, paid into court in *sci. fa.* No. 19, November term, 1854, it is ordered that a rule to show cause issue, why the liquidation of the judgment should not be corrected, and the judgment marked satisfied, returnable on Saturday next at 10 o'clock.

Friday, February 2, 1855.—Court met: Present, Hon. Thomas Irwin.

Henry Kreamer, an alien, and subject of the King of Prussia, came into court, and presented his petition, praying to be admitted a citizen of the United States, took the oath prescribed by law, made the necessary renunciation, and was thereupon admitted a citizen, &c.

Saturday, February 3, 1855.—Court met: Present, Hon. Thomas Irwin.

Josiah S. Parker
vs.
The City of Pittsburg. } No. 31 of November term, 1853.

The rule to show cause why the liquidation should not be corrected, continued till the second Monday of May next; and it is understood that in no event is there more than six per cent. interest to be collected, from the third day of February, 1855.

Josiah S. Parker
vs.
The City of Pittsburg. } No. 19 of November term, 1854.

Sci. fa. to reverse judgment. Same rule as in No. 3 of November term, 1853; and continued on same terms, by consent of parties.

Monday, February 5, 1855.—Court met: Present, Hon. Thomas Irwin.

Elijah Lemmix
vs.
Romelius L. Baker and others. } No. —. In equity.

Opinion of the court delivered, and filed in favor of defendants, and plaintiff prays an appeal to the Supreme Court; which is granted, on filing a bond in five hundred dollars for the costs.

Henry Silverman and Lewis Frank, aliens, came into court, and presented their petitions to become citizens of the United States, took the oath prescribed by law, and were thereupon admitted citizens of the United States, &c.

Tuesday, February 6, 1855.—Court met: Present, Hon. Thomas Irwin.

George Milne & Co.
vs.
A. J. Alexander & Co. } No. 19 of May term, 1854.

The rule in this case, to file an affidavit to the merits, &c., came on to be heard; and, by consent of counsel of the parties, continued till to-morrow morning at 10 o'clock.

Wood & Dunlop
vs.
A. J. Alexander & Co. }

Same rule as in No. 19, and continued the same.

Henry Robzen, an alien, and subject of the King of Prussia, came into court, and presented his petition to become a citizen of the United States, took the oath prescribed by law, and was thereupon duly admitted a citizen, &c.

Wednesday, February 7, 1855.—Court met: Present, Hon. Thomas Irwin.

George Milne & Co.
vs.
A. J. Alexander & Co. } No. 19 of May term, 1854.

The rule of the 24th ultimo came on to be heard, and was argued by counsel.—C. A. V.

Dunlop & Wood
vs.
Defendants above. } No. 20.

Same proceedings as in No. 19, above.

Thursday, February 8, 1855—Court met: Present, Hon. Thomas Irwin.

George Milne & Co.
vs.
A. J. Alexander & Co. } No. 19 of May term, 1854.

The court not being fully satisfied, the rule in this case, and in No. 20, continued, the parties not being in attendance.

February 9, 1855.—Court met: Present, Hon. Thomas Irwin.

Henry Geddis *et al.*
vs.
The Fayette Manufacturing Co. } No. 19 of May term, 1852.

And now, to wit, February 9, 1855, the rule upon A. Patterson, esq., to show cause why he does not pay the costs of the above suit, continued till the 23d instant, at 10 o'clock a. m.

Saturday, February 10, 1855.—Court met: Present, Hon. Thomas Irwin.

On motion of Mr. Penny, John H. Bailey, esq., was sworn and admitted to practice as an attorney of the court.

Murray Hoffman, a citizen of the State of New York,
vs.
James Ross and others, citizens of Pennsylvania. } No 3, of May term, 1855. Ejectment.

Proof of service-notice having been made upon Anthony Swayers, Peter McAlier, George W. Wondale, John R. Smith, and David Hughes, the counsel for the plaintiff moved the court to make the

following order: that Anthony Swayers, Peter McAlier, George W. Wondale, John R. Smith, and David Hughes stand committed for contempt of court, as specifically charged in his notice and motion on file; and it is ordered, that the testimony on said motion be reduced to writing by Henry Sproul, commissioner of this court, and upon the application of the defendants, Anthony Swayers and John R. Smith, and their stipulations, which is entered into by them in person before the court, that they will forthwith cease cutting or committing any waste upon said premises until the further order of the court, the hearing of said motion is continued until Saturday, the 3d day of March next, (1855.)

Monday, February 12, 1855.—Court met: Present, Hon. Thomas Irwin.

Elijah Lemmix
vs.
R. L. Baker *et. al.*

The plaintiff in this case prays an appeal in open court, which is granted on condition of his giving bail in the sum of five hundred dollars; and the counsel asks leave of the court to enter into bond with the plaintiff, which is granted.

Tuesday, February 13, 1855.—Court met: Present, Hon. Thomas Irwin.

Owen J. Owens
vs.
Christian Shemson and Charles Shemson. } No. 11 of November term, 1853. In equity.

On motion, in open court, it is ordered, that the clerk deliver the papers to J. E. Broday, esq., special master and commissioner in this case, to take from the files the original exhibits to the defendant's answer, upon his giving a receipt for the same.

John Smith, George Rest, and Ernest Roth, aliens, came and declared their intentions to become citizens of the United States.

Wednesday, February 14.—Court met: Present, Hon. Thomas Irwin.

No business being ready, adjourned to meet to-morrow morning at 10 o'clock, to hear the motion on the application for an attachment against John Bert.

Thursday, February 15, 1855.—Court met: Present, Hon. Thomas Irwin.

Stark Simons
vs.
John Bert and James Tassey. } No. 77 of November term, 1847.

And now, to wit, February 15, 1855, on motion in open court, a rule is granted upon John Bert to pay the costs due by him to the officers of the court, on or before the 26th instant, or an attachment will issue against him for contempt.

Friday, February 16, 1855.—Court met: Present, Hon. Thomas Irwin.

George Milne & Co.
vs.
A. J. Alexander & Co. } No. 19 of May term, 1854.

And now, to wit, February 16, 1855, in the above case it is ordered, that the rule in this case and in No. 20 of May term, 1854, be continued until the first day of the next term, without prejudice of the right of either party to prepare for trial at said term. And it is further ordered, that the defendants plead in two weeks from this date.

Saturday, February 17, 1855.—Court met: Present, Hon. Thomas Irwin.

In consequence of the absence of counsel, the court adjourned, to meet on Monday morning at 10 o'clock.

Monday, February 19, 1855.—Court met: Present, Hon. Thomas Irwin.

Henry Walker, an alien and native of Germany, came into court and presented his petition praying to be admitted a citizen of the United States, took the oath prescribed by law, and was thereupon admitted a citizen, &c.

Tuesday, February 20, 1855.—Court met: Present, Hon. Thomas Irwin.

Frank Balzhoun, an alien and subject of the King of Saxony, came into court and declared his intention to become a citizen of the United States, and took the oath prescribed by law.

Wednesday, February 21, 1855.—Court met: Present, Hon. Thomas Irwin.

William Sloan
vs.
Abraham Mansfield and others. } No. 3 of November term, 1854. In equity.

On motion, it is ordered that notice be given to Mr. Sweetzer, attorney for Abraham Mansfield, that an application would be made for a decree to account in the case of Sloan *vs.* Mansfield, on to-morrow at 10 o'clock.

Copy of notice served on Mr. Sweetzer, counsel for Mansfield.

Thursday, February 22, 1855.—Court met: Present, Hon. Thomas Irwin.

William Sloan
vs.
Abraham Mansfield. } No. 3 of November term, 1854. In equity.

Upon notice given to the counsel of the respondent, that a motion would be made for a decree to account in this case on this day, Mr. Alden, attorney for complainant, moved that a decree to account be entered.

The motion was resisted by Mr. Sweetzer, for the respondent, Abraham Mansfield, and the court ordered the cause to be continued, at the instance of the respondent, till next Thursday, at 10 o'clock a. m.

David Williams
vs.
Michael Kane. } No. 45 of May term, 1854. In equity.

And now, to wit, February 22, 1855, on motion of Mr. McClaurey, attorney for Mr. Kane, rule upon complainant to show cause why he does not file his replication to the answer of said Kane, returnable on Thursday next, at 10 o'clock.

Friday, February 23, 1855.—Court met: Present, Hon. Thomas Irwin.

Henry Geddis *et al.*
vs.
The Fayette Man. Co. } No. 19 of May term, 1852.

And now, to wit, February 23, 1855, the rule upon Alfred Patterson, esq., to show cause why he does not pay the costs in this suit, continued till the 6th day of March next, at 10 o'clock a. m., by consent.

Saturday, February 24, 1855.—Court met: Present, Hon. Thomas Irwin.

Adam Schale, an alien and subject of the King of Bavaria, came into court and presented his petition praying to become a citizen of the United States, and took the oath prescribed by law, and was thereupon admitted a citizen, &c.

Monday, February 26, 1855.—Court met: Present, Hon. Thomas Irwin.

Job Richmond, an alien and subject of the Queen of Great Britain and Ireland, came and declared his intention to become a citizen of the United States, and took the oath prescribed by law.

Tuesday, February 27, 1855.—Court met: Present, Hon. Thomas Irwin.

Frederick Whitman, an alien and subject of the King of Bavaria, came into court and presented his petition praying to be admitted a citizen of the United States, took the oath prescribed by law, and was thereupon admitted a citizen, &c.

Wednesday, February 28, 1855.—Court met: Present, Hon. Thomas Irwin.

John Rughalem, an alien and subject of the King of Bavaria, came and delared his intention to become a citizen of the United States, and took the oath prescribed by law.

John Flanegan, a native of Ireland, declared his intention to become a citizen of the United States.

Thursday, March 1, 1855.—Court met: Present, Hon. Thomas Irwin.

William Sloane
vs.
Abraham Mansfield. } No. 3 of November term, 1854. In equity.

And now, to wit, March 1, 1855, the motion for an interlocutory decree in this case to account is overruled, and the cause to be put on the next argument list.

David Williams
vs.
M. Kane. } No. 45 of May term, 1854. In equity.

The rule to show cause in this continued till Thursday, the 8th instant, at 10 o'clock, by consent.

Saturday, March 3, 1855.—Court met: Present, Hon. Thomas Irwin.

Murray Hoffman
vs.
James Ross *et al.* } No. 3 of May term, 1855.

The motion to commit Anthony Swayers and others, upon whom notice was served, came on to be heard, and no evidence being adduced that the defendants served had been committing any waste, the court refused the motion.

Monday, March 5, 1855.—Court met: Present, Hon. Thomas Irwin.

Curtis McQuillan and Richard Summer, aliens, presented their petition praying to be admitted citizens of the United States, took the oath prescribed by law, made the necessary renunciations, and were thereupon admitted citizens, &c.

Thomas Waller and Florence Williver declared their intentions to become citizens, and took the oath prescribed by law.

Tuesday March 7, 1855.—Court met: Present, Hon. Thomas Irwin.

Harvey Geddis *et al.*
vs.
The Fayette Man. Co. } No. 19 of May term, 1852.

And now, to wit, March 6, 1855, the rule on Alfred Patterson, esq., to show cause why he does not pay the costs of the above cause, continued until notice be given to the parties, by consent.

Wednesday, March 7, 1855.—Court met: Present, Hon. Thomas Irwin.

No business being ready, adjourned to meet to-morrow morning at 10 o'clock.

Thursday, March 8, 1855.—Court met: Present, Hon. Thomas Irwin.

David Williams
vs.
Michael Kane. } No. 45 of May term, 1854. In equity.

And now, to wit, March 8, 1855, on motion of Mr. McClaurey, the bill in this case, so far as regards M. Kane, dismissed in default of a replication.

David Williams
vs.
John Coyle. } No. 41 of May term, 1854.

The defendant, John Coyle, having filed a demurrer to the plaintiff's bill, is discharged from the attachment on payment of the costs.

Friday, March 9, 1855.—Court met: Present, Hon. Thomas Irwin.

Harvey Geddis *et al.*
vs.
The Fayette Man. Co.

Notice having been given to the parties, the rule in the case to show cause continued until further notice, the defendant's counsel not being in attendance.

Saturday, March 10, 1855.—Court met: Present, Hon. Thomas Irwin.

Peter Prager, John A. Seibert, Conrad Holzer, and Severn Wiber, aliens, came into court and presented their petitions to become citizens of the United States, took the oath prescribed by law, and were thereupon admitted citizens, &c. John Erdoren and Thomas Harper declared their intention to become citizens of the United States.

Monday, March 12, 1855.—Court met: Present, Hon. Thomas Irwin.

August Conrad Tuck and Goliad Lockhart, aliens, came and declared their intention to become citizens of the United States, and took the oath prescribed by law.

Tuesday, March 13, 1855.—Court met: Present, Hon. Thomas Irwin.

James A. Reppert
vs.
Adolph Eberhart.

On application of Mr. Loomis, it is ordered that notice be given that he would move the court to open the judgment in this case on Thursday next, at 10 o'clock a. m. Notice given accordingly.

Wednesday, March 14, 1855.—Court met: Present, Hon. Thomas Irwin.

No business being ready, the court adjourned to meet to-morrow morning, at 10 o'clock a. m.

Thursday, March 15, 1855.—Court met: Present, Hon. Thomas Irwin.

Harvey Geddis and Martha, his wife, and Thomas P. Townley and Agnes, his wife, citizens of the State of Ohio,
vs.
The Fayette Manufacturing Company, located in the western district of Pennsylvania, and John Rutherford, a citizen of Pennsylvania.

No. 19 of May term, 1852.
Ejectment.

And now, to wit, May 15, 1855: Rule to take the depositions of witnesses on the part of Alfred Patterson, esq., to be read in evidence on the hearing of the rule to show cause why said Alfred Patterson should not pay the costs in the above suit on ten days' notice.

James A. Reppard
vs.
Adolph Eberhart.

No. 46 of May term, 1854.

And now, to wit, March 15, 1855: On notice given to plaintiff's counsel, Mr. Loomis moved the court to open the judgment in this cause, so as to let the defendant into a defence for the sum of two hundred and four dollars of said judgment, which he alleges by his affidavit of defence, this day filed, is not just and due to the plaintiff; and the court, being fully advised in the premises, do order that said judgment be opened, so far as to let the defendant into a defence for the sum of two hundred and four dollars, which he alleges is not just, the judgment to remain as security for whatever may be found due on the trial.

Friday, March 16, 1855.—Court met—in equity: Present, Hon. Thomas Irwin.

David Williams
vs.
Michael Kane.

No. 45 of May term, 1854.

And now, to wit, March 16, 1855: On motion of T. J. Fox Alden, esq., rule to show cause why the order dismissing the bill in this case should not be set aside, and the bill reinstated returnable on Friday, the 23d instant, at 10 o'clock.

Joseph Miller, an alien, presented his petition to be admitted a citizen of the United States, took the oath prescribed by law, and was thereupon admitted a citizen, &c.

John Millegan and Jacob Weneserdel declared their intentions to become citizens of the United States, and took the oath prescribed by law.

Saturday, March 17, 1855.—Court met: Present, Hon. Thomas Irwin.

Henry Shrove, Frederick ———, Patrick Maguire, and Patrick Lawter, aliens, presented their petitions to be admitted citizens of the United States, took the oath prescribed by law, made the necessary renunciations, and were thereupon admitted citizens of the United States, &c.

Monday, March 19, 1855.—Court met: Present, Hon. Thomas Irwin.

Harvey Geddis and wife
vs.
The Fayette Manufacturing Co.

On motion, a rule is granted to take depositions, to be read in evidence on the hearing of the rule upon Alfred Patterson, esq., to show cause why he does not pay the costs in this suit.

Wednesday, March 21, 1855.—Court met: Present, Hon. Thomas Irwin.

United States
vs.
Samuel Hays, surety of James P. Hays, late sub-agent, &c.
No. 59, November term, 1849.

And now, to wit, March 21; Rule to take the depositions of witnesses, to be read in evidence on the part of the defendant on the trial of the above cause before the prothonotory of Venango county, or, in his absence, the recorder of deeds of said county, on ten days' notice.

Thursday, March 22, 1855.—Court met: Present, Hon. Thomas Irwin.

Having been engaged in moving the court-room furniture to the new building, the court adjourned till to-morrow morning, at 10 o'clock.

Friday, March 23, 1855.—Court met: Present, Hon. Thomas Irwin.

David Williams
vs.
Michael Kane.
No. 45 of May term, 1854. In equity.

And now, to wit, March 23, 1855: The rule of the 16th instant, to show cause why the bill in this case should not be reinstated, came on to be heard; and the parties being present, the rule is made absolute, and the bill is reinstated, the costs to abide the event of the suit. Replication filed by the plaintiff.

Saturday, March 24, 1855.—Court met: Present, Hon. Thomas Irwin.

The counsel not being in attendance, the court adjourned to meet on Monday, at 10 o'clock a. m.

John Lock, an alien, declared his intention to become a citizen of the United States.

Monday, March 26, 1855.—Court met: Present, Hon. Thomas Irwin.

Christian Henry Smith and Conrad Threson, aliens and subjects of

the kings of Wurtemburg and Bavaria, came into court and presented their petitions, praying to be admitted citizens of the United States; and having furnished sufficient evidence to satisfy the court that they had complied with the law, and made the necessary renunciations, were thereupon admitted citizens, &c.

Peter Hild and Peter Baird, aliens, declared their intentions to become citizens of the United States.

Tuesday, March 27, 1855.—Court met: Present, Hon. Thomas Irwin.

David Williams
vs.
Michael Kane.

Mr. Alden, attorney for plaintiff, filed interrogatories and moved the court a commission issue to take the testimony of witnesses in California.

Wednesday, March 28, 1855.—Court met: Present, Hon. Thomas Irwin.

No business being ready, adjourned to meet to-morrow morning, at 10 o'clock, a. m.

Thursday, March 29, 1855.—Court met: Present, Hon. Thomas Irwin.

Charles Gees, an alien, and subject of the Grand Duke of Baden, came into court, and presented his petition praying to be admitted a citizen of the United States, took the oath prescribed by law, made the necessary renunciations, and was thereupon admitted a citizen, &c.

Friday, March 30, 1855.—Court met: Present, Hon. Thomas Irwin.

John Ackerman, an alien, and subject of the government of France, came into court, and presented his petition praying to be admitted a citizen of the United States, took the oath prescribed by law, and was thereupon admitted a citizen, &c.

Saturday, March 31, 1855.—Court met: Present, Hon. Thomas Irwin.

No business being ready, the court adjourned to meet on Monday next, at 10 a. m.

UNITED STATES OF AMERICA,
Western district of Pennsylvania, } *ss.*

I, Henry Sproul, clerk of the circuit court of the United States for the western district of Pennsylvania, do hereby certify, that the foregoing is a true copy of the proceedings of the circuit [L. S.] court of the United States for the western district of Pennsylvania, from the 1st January, 1855, to 31st day of March, 1855, both days inclusive.

In testimony whereof, I have hereto set my hand, and affixed the seal of the said court, this 8th day of May, A. D., 1855.

H. SPROUL, *Clerk.*

Minutes of the Circuit Court of the United States for the western district of Pennsylvania.

Monday, April 2, 1855.—Court met: Present, Hon. Thomas Irwin.

Henry John, an alien and native of Germany, came into court and presented his petition to become a citizen of the United States; and having made satisfactory proof, and the necessary renunciation, he was thereupon admitted to be a citizen, &c.

Tuesday, April 3, 1855.—Court met, in equity: Present, Hon. Thomas Irwin.

David Williams *vs.* John Coyle. } No. 41 of May term, 1854. In equity.

The hearing of the rule in this cause continued by consent of parties till to-morrow morning.

Wednesday, April 4, 1855.—Court met: Present, Hon. Thomas Irwin.

David Williams *vs.* John Coyle. } No. 41, May term, 1854. In equity.

The hearing of this case continued by consent of parties.

Thursday, April 5, 1855.—Court met, in equity: Present, Hon. Thomas Irwin.

David Williams *vs.* Michael Kane. } No. 45 of May term, 1854. In equity.

Mr. Alden filed interrogatories, and moved the court for an order that a commission issue to take the deposition of John A. Wills, on the part of the complainant, agreeably to the 67th rule; and that John McCracken, esq., of San Francisco, California, be appointed a special commissioner. Rule granted, and ordered that fifteen days' notice be given.

Friday, April 6, 1855.—Court met: Present, Hon. Thomas Irwin.

Adam Kessler, an alien, and subject of the King of Prussia, came into court and presented his petition praying to be admitted a citizen of the United States, took the oath prescribed by law, and made the necessary renunciation and proofs, and was thereupon admitted a citizen, &c.

Saturday, April 7, 1855.—Court met: Present, Hon. Thomas Irwin.

Christopher Gartzinger, an alien, and subject of the King of Wurtemburg, came into court and presented his petition, praying to be admitted a citizen of the United States; and having made the necessary proofs and renunciation, was thereupon admitted a citizen, &c.

John Mahaffey declared his intention to become a citizen of the United States, and took the oath prescribed by law.

Monday, April 9, 1855.—Court met, in equity.

David Williams
vs.
John Coyle. } No. 41, May term, 1854.

In consequence of the absence of the judge, adjourned to meet tomorrow morning, at 10 o'clock.

John Filbush, an alien, declared his intention to become a citizen of the United States, and took the oath prescribed by law.

Tuesday, April 10, 1855.—Court met: Present, Hon. Thomas Irwin.

William Moyne, an alien and subject of Queen Victoria, came into court and presented his petition, praying to be admitted a citizen of the United States, took the oath prescribed by law, made the necessary proofs and renunciations, and was thereupon admitted a citizen, &c.

Wednesday, April 11, 1855.—Court met: Present, Hon. Thomas Irwin.

The counsel not being in attendance, and no business ready, adjourned to meet on Saturday.

Thursday, April 12, 1855.—Court not in session.

Friday, April 13, 1855.—Court not in session.

Saturday, April 14, 1855.—Court met: Present, Hon. Thomas Irwin.

Charles Gross, an alien and subject of the King of Wurtemburg, came and declared his intentions, in open court, to become a citizen of the United States, and took the oath prescribed by law.

Monday, April 16, 1855.—Court met: Present, Hon. Thomas Irwin.

Frank Schaffer and George Forst, aliens, came into court and presented their petitions to become citizens of the United States; and having complied with the requirements of the acts of Congress, and made the necessary proofs and renunciations, were thereupon admitted citizens, &c.

Tuesday, April 17, 1855.—Court not in session.

Wednesday, April 18, 1855.—Court met: Present, Hon. Thomas Irwin.

Mathias Haller, Charles Miller, Conrad Kennett, and John Schlenker, aliens, came and declared their intentions to become citizens of the United States, and took the oath prescribed by law.

Thursday, November 19, 1855.—Court met, in equity: Present, Hon. Thomas Irwin.

David Williams
vs.
John Coyle. } No. 41 of May term, 1854.

The parties not being in attendance, adjourned to meet upon notice.

Friday, April 20, 1855.—Court met, in equity: His honor, Judge Irwin, not being in attendance, adjourned (to meet to-morrow morning at 10 o'clock, by the marshal.)

Saturday, April 21, 1855.—Court met: Present, Hon. Thomas Irwin.

Anthony Hann, an alien, and subject of the King of Bavaria, came into court, and presented his petition praying to be admitted a citizen of the United States, took the oath prescribed by law, and was thereupon admitted a citizen, &c., having first made the necessary proofs and renunciations.

Monday, April 23, 1855.—Court met: His honor, the judge, not being in attendance, the court is adjourned by the marshal, to meet to-morrow morning, at 10 o'clock.

Tuesday morning, April 24, 1855.—Court met: Present, Hon. Thomas Irwin.

Oglesby & McCauley
vs.
A. & A. Wood. } No. 56 of May term, 1854.

And now, to wit, April 24, 1855: On motion of Mr. Sterritt, rule upon defendant to show cause why judgment should not be entered in default of a sufficient affidavit of defence, returnable to the second day of May next.

Wednesday, April 25, 1855.—Court met: His honor, Judge Irwin, not being in attendance, Marshal Frost adjourned the court, to meet on Saturday morning, at 10 o'clock.

Thursday, April 26, 1855.—Court not in session.

Friday, April 27, 1855.—Court not in session.

Saturday, April 28, 1855.—Court met: And, in consequence of the absence of his honor, Judge Irwin, the marshal adjourned the court, to meet on Monday, at 10 o'clock a. m.

Monday, April 30, 1855.—Court met: Present, Hon. Thomas Irwin.

George F. Freshcorn, an alien, and subject of the Elector of Hesse Cassel, presented his petition praying to be admitted a citizen of the United States, and, having made the necessary proofs and renunciations, was thereupon admitted a citizen of the United States, &c.

Tuesday, May 1, 1855.—Court not in session.

Wednesday, May 2, 1855.—Court met.

Oglesby & McCauley
vs.
A. & A. Wood.

Present, Marshal Frost, who (the judge not being in attendance) adjourned the court to meet to-morrow morning, at 10 o'clock; and rule in this cause continued until the first day of the next term, by consent of parties.

Thursday, May 3, 1855.—Court met: Present, Marshal Frost. His honor Judge Irwin not being in attendance, the marshal adjourned the court, to meet on Saturday morning, at 10 o'clock.

Friday, May 4, 1855.—Court not in session.

Saturday, May 5, 1855.—Court met: His honor Judge Irwin not being in attendance, adjourned to meet on Monday morning, at 10 o'clock.

Martin Kappler, an alien, and subject of the government of France, declared his intentions to become a citizen of the United States, and took the oath prescribed by law.

Monday, May 7, 1855—Court met: Present, Hon. Thomas Irwin.

John David Roach, an alien, and subject of the King of Wurtemburg, came into court and presented his petition, praying to be admitted a citizen of the United States; and having made the necessary proofs and renunciations to the satisfaction of the court, was thereupon admitted a citizen of the United States.

Tuesday, May 8, 1855.—Court met: Present, Hon. Thomas Irwin.

Thomas Hopkins
vs.
William McClurg. } No. 12, of May term, 1854.

And now, to wit, May 8, 1855: On motion of George P. Hamilton, esq., rule on plaintiff to show cause why the defendant shall not be allowed to put in special bail to the action, on such terms, as regards pleas, rules, &c., as the court, under the circumstances, deem right; and in the meantime proceedings on the bail-bond to the marshal stayed, returnable on Monday next, at 10 o'clock a. m.

Wednesday, May 9, 1855.—Court met: Present, Hon. Thomas Irwin.

Anthony Roach, an alien, and subject of the Duke of Baden, came into court and presented his petition, praying to be admitted a citizen of the United States; and having made the necessary proofs and renunciations, was thereupon admitted a citizen of the United States.

Thursday, May 10, 1855.—Court not in session.

Friday, May 11, 1855.—Court not in session.

Saturday, May 12, 1855.—Court met: Present, Marshal Frost.

His honor Judge Irwin not being in attendance, the marshal adjourned the court to meet on Monday next, at 10 o'clock.

The May session of the circuit court commenced, and the court is in regular sessions for the trial of causes by jury, and the trial of causes in equity, and appeals in admiralty, from the 14th to 31st of May.
(16 days, not including *two* Sundays.)

Friday, June 1, 1855.—Court met: Present, Hon. Thomas Irwin.

The State Mutual Insurance Company
ads.
Connell & Carter.

The bond of A. Gillett, Lucius Morton, and Silas Ward, having been presented to his honor Judge Irwin for approval, and the judge having first examined A. A. Currier, under oath, as to the sufficiency of the bail offered, approved the bond, and directed a citation to issue.

Joshua Hachtricle
vs.
Romulus L. Baker, *et al.* } No. —, —— term. In equity.

The bond of William P. Baum and A. W. Loomis was this day presented to the court, as security for the defendants, for the sum of twelve thousand dollars, to prosecute an appeal to the Supreme Court of the United States; which was allowed to the said defendants, on giving sufficient security for all damages and costs accruing in said suit; said bond was approved by the judges, and filed this day.

Saturday, June 2, 1855.—Court met: Present, Hon. Thomas Irwin.

No business being ready, adjourned to meet on Monday morning, at 10 o'clock.

Monday, June 4, 1855.—Court met: Present, Hon. Thomas Irwin.

The marshal returns the writs and precepts to him directed, and returnable here this day.

William Reynolds *et al.*
vs.
Samuel Jones *et al.*
} No. 2 of November term, 1854. In equity.

Mr. Stanton comes into court, and files a replication to the answer of defendant in this case.

Peter Doogan, an alien, declared his intention to become a citizen of the United States, and took the oath prescribed by law.

Tuesday, June 5, 1855.—Court not in session.

Wednesday, June 6, 1855.—Court met: Present, Hon. Thomas Irwin.

Arthur Carey and Timothy Gaffney, aliens, and subjects of the Queen of Great Britain and Ireland, declared their intentions to become citizens of the United States, and took the oath prescribed by law.

Thursday, June 7, 1855.—Court met: Present, Hon. Thomas Irwin.

John Hogan and Patrick Byrne, aliens, and subjects of Queen Victoria, come into court, and presented their petitions to become citizens of the United States; and, having made the necessary proofs and renunciations, were thereupon admitted citizens, &c.

Friday, June 8, 1855.—Court not in session.

Saturday, June 9, 1855.—Court met: Present, Hon. Thomas Irwin.

S. & S. Wilson
vs.
Nathan Myers.
} No. 29 of November term, 1853.

And now, to wit, June 9, 1855: On motion of Mr. Switzer, rule upon plaintiff to pay the costs in the above case on or before the 22d inst., or an attachment will issue.

Monday, June 11, 1855.—Court met: Present, Hon. Thomas Irwin.

John Blacksmith, an alien, and subject of the King of Bavaria, came and presented his petition to become a citizen of the United States; and, having made the necessary proofs and renunciations, was thereupon admitted a citizen, &c.

Tuesday, June 12, 1855.—Court met: Present, Hon. Thomas Irwin.

Richard Fox
vs.
The Hempfield Railroad Company.
} No. 50 of May term, 1855.

Rule to take the deposition of witnesses, to be read in evidence on

the trial of the above cause, on the part of the plaintiff, on ten days' notice.

Richard Fox
vs.
The Hempfield Railroad Company. } No. 51 of May term, 1855.

Same rule as in No. 50.

Richard Fox
vs.
The Hempfield Railroad Company. } No. 52 of May term, 1855.

Same rule as in No. 50.

John Butter, an alien, and subject of the Queen of Great Britain and Ireland, declared his intention to become a citizen of the United States, and took the oath prescribed by law.

Wednesday, June 13, 1855.—Court met: Present, Hon. Thomas Irwin.

The counsel not being in attendance, and no business ready, court adjourned.

Thursday, June 14, 1855.—Court not in session.

Friday June 15, 1855.—Court met: Present, Hon. Thomas Irwin.

John Ehrman and Frederick Bese, aliens, came into court and presented their petitions, praying to be admitted citizens of the United States: and having made the necessary proofs and renunciations and the oaths prescribed by law, were thereupon admitted citizens of the United States.

John Westley declared his intention to become a citizen of the United States, and took the oath prescribed by law.

Saturday, June 16, 1855.—Court met: Present, Hon. Thomas Irwin.

The counsel not being in attendance, and no business ready, adjourned to meet on Monday next.

Monday, June 18, 1855.—Court met: Present, Hon. Thomas Irwin.

Murray Hoffman
vs.
James Ross *et al.* } No. 3 of May term, 1855.

On motion, rule granted to take the deposition of witnesses in Cambria county.

Nicholas Bucklighter and Nicholas Myer, aliens, came and declared their intentions to become citizens of the United States, and took the oath prescribed by law.

Tuesday, June 19, 1855.—Court met, in equity: Present, Hon. Thomas Irwin.

David Williams
vs. } No. 45 of May term, 1854.
Michael Kane.

On motion, rule for security for costs, and all proceedings on the part of the plaintiff be stayed until such security be given.

John Fisher and Gustof Moral, aliens, came and declared their intentions to become citizens of the United States, and took the oath prescribed by law.

Wednesday, June 20, 1855.—Court met: Present, Hon. Thomas Irwin.

Thomas Dougherty, an alien, and subject to Queen Victoria, came into court and presented his petition to become a citizen of the United States, took the oath prescribed by law, and was thereupon admitted a citizen, &c.

Thursday, June 21, 1855.—Court not in session.

Friday, June 22, 1855.—Court not in session.

Saturday, June 23, 1855.—Court met: Present, Hon. Thomas Irwin.

No business ready; adjourned to meet on Monday next, at 10 o'clock.

Monday, June 25, 1855.—Court met: Present, Hon. Thomas Irwin.

John Ammoner, an alien, and subject of the King of Prussia, came into court and presented his petition to become a citizen of the United States, made the necessary proofs and renunciations, and was thereupon admitted a citizen, &c.

Tuesday, June 26, 1855.—Court not in session.

Wednesday, June 27, 1855.—Court met: Present, Hon. Thomas Irwin.

The counsel not being in attendance, the causes for argument were continued until the 29th instant, at 10 o'clock.

Thursday, June 28, 1855.—Court not in session.

Friday, June 29, 1855.—Court met, in equity: Present, Hon. Thomas Irwin.

Henry Wolfrain, an alien, came and declared his intention to become a citizen of the United States, and took the oath prescribed by law.

David Williams
vs. } No. 45 of May term, 1854. In equity.
Michael Kane.

Mr. Alden moved for a rule to show cause why the rule in this case requiring security for costs should not be stricken off, returnable to-morrow morning, at 10 o'clock.

Saturday, June 30, 1855.—Court met: Present, Hon. Thomas Irwin.

David Williams
vs.
Michael Kane. } No. 45 of May term, 1854. In equity.

The rule in this case, to show cause, continued until further notice, the counsel not being in attendance.

UNITED STATES OF AMERICA,
Western District of Pennsylvania, } *ss.*

I, Henry Sproul, clerk of the circuit court of the United States for the western district of Pennsylvania, do hereby certify the [L. S.] foregoing to be a true copy of the minutes of the circuit court of the United States, from the 1st April to the 30th June, 1855.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said court, this 22d day of December, 1855.

H. SPROUL, *Clerk.*

Abstract of minutes kept in the District Court of the United States for the western district of Pennsylvania, from January 1 *to June* 30, 1855, *by John D. W. White, clerk.*

Monday, January 1, 1855.—Court opened. (*First Monday, return day.*) Marshal made his returns.

Tuesday, January 2, 1855.—Court opened in admiralty. (*Regular specail day in admiralty.*)

Christian H. Runger, a native of Germany, presented his petition, and otherwise complied with the law, was sworn and admitted by the court a citizen of the United States. Parties in admiralty not being present, court adjourned.

Friday, January 5, 1855.—Court opened in admiralty. (*Regular special day.*)

James O'Neil
vs.
Steamboat Adelaide. } Libel for debt.

On motion of Mr. Penny, attachment ordered. Returnable the 19th instant.

Jacob G. Spath, of Germany, and John Weakliur, of Ireland, presented their petitions, and otherwise complied with the law, were sworn, and admitted by the court citizens of the United States.

Jacob Patterson and four others declared their intentions to become citizens of the United States.

Saturday, January 6, 1855.—Court opened.

Joseph Lambrecht and George Ring, of Germany, and William

Fleming, of Ireland, presented their petitions, &c., were sworn, and admitted by the court as citizens of the United States.

Monday, January 8, 1855.—Court opened.

John Johns, Gerard Henry Drahen, of Germany, and Patrick Glenn, of Ireland, presented their petitions in open court, were sworn, and admitted citizens of the United States.

Tuesday, January 9, 1855.—Court opened in admiralty.

Martin Taney, Patrick O'Neil, John Kindeline, Patrick Kindeline, Henry Kindeline, and Francis McGaw, of Ireland; Peter Held, John C. Seybolt, and Henry Peebles, of Germany, presented their petitions in open court, and otherwise made proof, &c., were ordered to be sworn, and admitted citizens of the United States.

Wednesday, January 10, 1855.—Court opened.

John McGahey
vs.
Steamboat James Guthrie.

On motion, rule granted claimants to take testimony before the United States commissioner.

John Sancher, of Germany, presented his petition in open court, and otherwise complying with the law, was sworn, and admitted a citizen of the United States.

February 12, 1855.—Court opened in admiralty.

John McGahey
vs.
Steamboat James Guthrie. — Libel for damages, November 29, 1854. Hearing on libel.

On motion of Mr. Hamilton, proctor for claimants, case continued to Friday, the 26th instant.

Saturday, January 13, 1855.—Court opened in admiralty.

John McGahey
vs.
Steamboat James Guthrie. — Libel for damages, November 29, 1854.

On motion of libellant, rule ordered on claimants to show cause why further security should not be given. Returnable 16th instant, at 10 o'clock a. m.

Charles Christy, a German, presented his petition, and was sworn and admitted a citizen of the United States.

Tuesday, January 16, 1855.—Court opened in admiralty.

John McGahey
vs.
Steamboat James Guthrie.

Hearing on the cause why further security be not given.

Argument by Mr. Friend for motion, and Mr. Hamilton contra.
Court orders that rule be made absolute, and respondent have to 23d instant to enter further security.

Friday, January 19, 1855.—Court opened in admiralty.
Marshal made his returns.

James O'Neil
vs.
Steamboat Adelaide. } Libel for debt, January 5, 1855.

Parties not present.

United States
vs.
Charles Kalbfus *et al.* } No. 3, May term, 1854. Civil docket, *fi. fa.*

On motion of Mr. Switzer, rule granted on plaintiffs to show cause why the inquisition and condemnation of the real estate of Jesse W. Barrett, one of the defendants, should not be set aside and a new inquisition held. Returnable to-morrow, at 10 o'clock a. m.

Saturday, January 20, 1855.—Court opened.

Same
vs.
Same.

At the instance of United States attorney, hearing continued to Tuesday next, at 10 o'clock a. m.

Tuesday, January 23, 1855.—Court opened pursuant to adjournment.

United States
vs.
Charles Kalbfus *et al.* } No. 3, May term, 1854. Civil docket.

Show cause why inquisition, &c., should not be set aside, &c.
Hearing postponed to Saturday, the 27th instant, at 10 o'clock a. m.
Bernard Nagal and George Bracfaud, of Germany, and James Crookston, of England, presented their petitions in open court; and having otherwise complied with the law, were ordered to be sworn, whereupon they were admitted citizens of the United States.

Friday, January 26, 1855.—Court opened in admiralty.

John McGahey
vs.
Steamboat James Guthrie. } Libel for damages, November 29, 1854.

Argument progressed, and further hearing postponed to the 13th day of March next.
Michael Nally, of Ireland, presented his petition, and was sworn, and admitted to be a citizen of the United States.

Saturday, January 27, 1855.—Court opened.

United States
vs.
Charles Kalbfus *et al.* } No. 3, May term, 1854. Civil docket.

Show cause why inquisition, &c., should not be set aside.

After argument by the parties, the court ordered rule to be made absolute, and the defendants have ten days to pay costs of the said inquisition.

Tuesday, January 30, 1855.—Court opened in admiralty.

Gabriel Backman, of Germany, presented his petition, &c., in open court, and, having otherwise complied with the law, was sworn and admitted to be a citizen of the United States.

Friday, February 2, 1855.—Court opened.

John Cox, of England, came into court and presented his petition, and was sworn and admitted to be a citizen of the United States.

Monday, February 5, 1855.—Court opened.

Marshal made his returns.

Tuesday, February 6, 1855.—Court opened in admiralty.

John McGahey
vs.
Steamboat James Guthrie.

On motion of proctor for respondent, rule granted on libellant to show cause why the proceedings, &c., in this case should not be granted. Returnable the 16th instant, at 10 o'clock a. m.

Friday, February 9, 1855.—Court opened pursuant to adjourment.

Adjourned.

Monday, February 12, 1855.—Court opened, stated sessions for jury trials; juries called; witnesses on the part of the United States not being in attendance, the district attorney moved that the court adjourn.

Ordered, that the court adjourn to 10 o'clock to-morrow a. m.

Tuesday, February 13, 1855.—Court opened pursuant to adjournment, at 10 o'clock a. m. Grand jury called, sworn and affirmed, and retired.

United States
vs.
Edward Sweesey. } No. 2, October term, 1853.

Indictment: Robbing post office, &c. True bill.

Jury called and sworn; trial progressed to the end; and, after arguments of counsel and judge's charge, the jury retired. Adjourned to 10 o'clock to-morrow morning.

Wednesday, February 14, 1855.—Court opened pursuant to adjournment.

United States
vs.
Edward Sweesey. } No. 2, October term, 1853.

Indictment: Robbing post office. Jury came into court with a verdict of "Guilty." Court sentenced the prisoner to five years in the western penitentiary, to pay the costs of prosecution, and to stand committed until complied with.

United States
vs.
Peter Grundy. } No. 3 of October session, 1854.

Indictment: Counterfeiting United States coin. "True bill."
A jury empanneled, sworn, and affirmed. Trial progressed. Court adjourned to 10 o'clock to-morrow, a. m.

Thursday, February 15, 1855.—Court opened pursuant to adjournment.

Same
vs.
Same.

Trial progressed to conclusion. Verdict: "Not Guilty."

United States
vs.
Henry Cummings.

Indictment: Embezzling letters, &c., out of Harrison Valley post office. "True bill."
Mr. Switzer, for defendant, offered his deposition, praying for a postponement of trial to next term; and, after argument and affidavit filed, the court ordered the case continued to May term next.
Eleven witnesses were recognised. Court adjourned to 10 o'clock to-morrow morning.

Friday, February 16, 1855.—Court met, &c.

John McGahey
vs.
Steamboat James Guthrie. } In admiralty. Rule to plead.

Hearing continued to-morrow. Court adjourned to 10 o'clock to-morrow morning.

Saturday, February 17, 1855.—Court opened at 10 o'clock, pursuant to adjournment.

John McGahey
vs.
Steamboat James Guthrie. } November 29, 1854.

In admiralty, show cause why proceedings, &c., should not be quashed. After argument by Mr. Hamilton for respondents, and Mr. Staunton for libellant, the court granted a continuance, and that depositions be taken for Friday next, 23d instant.

Court adjourned to Monday, at 10 o'clock a. m.

Monday, February 19, 1855.—Court met, pursuant to adjournment, at 10 a. m. Parties not being in attendance, the court rose.

Tuesday, February 20, 1855.—Court opened in admiralty. Copyright entered and copy given to Daniel Shryock for music-books. Andrew Bender and Leonard Recht, of Germany, admitted to become citizens of the United States.

Wednesday, February 21.—Court opened in admiralty.

John Laning & Co.
vs.
Steamboat Monongahela. } Libel for work and materials furnished.

On motion of Mr. Hopkins, the court ordered attachment, returnable the 16th of March next, at 10 o'clock a. m. Claimant entered stipulation, and boat restored to M. A. Cox, master.

Friday, February 23, 1855.—Court opened in admiralty.

John McGahey
vs.
Steamboat James Guthrie. } November 29, 1854. Rule to plead, &c.

In consequence of absence of Mr. Staunton, argument postponed.

Tuesday, Februory 27, 1855.—Court opened in admiralty. Arguments continued. John Wilden presented his petition and vouchers, and otherwise complying with the law, was admitted and sworn to become a citizen of the United States. Hellarius Hilsmer, and five other Germans, declared their intention to become citizens of the United States.

Friday, March 2, 1855.—Court opened.

Samuel Hill and Michael Kobarar, aliens, of Germany, presented their petitions, &c., were admitted and sworn to become citizens of the United States.

Rule granted. Mr. Switzer to take testimony before United States commissioner.

Monday, March 5, 1855.—Court opened.

Return day.—Marshal made his returns.

Tuesday, March 6, 1855.—Court opened in admiralty.

John Laning & Co.
vs.
Steamboat Monongahela. } Libel for debt. March 21, 1855.

Parties in court. Case compromised by parties. Stipulations cancelled and suit withdrawn.

Friday, March 9, 1855.—Court opened. Adjourned.

Tuesday, March 13, 1855.—Court opened in admiralty.

John McGahey
vs.
Steamboat James Guthrie. } Libel for damages. November 29, 1854.

Mr. Staunton being absent, trial postponed.

Friday, March 16, 1855.—Court opened.

Frederick Seybolt, Valentine Wenzel, Simon Miller, John Hopf, Lewis Weidenpresch, Henry Krugh, Christian Pfeir, Bernard Hottinger, and George Ackermann, all of Germany, presented their petitions, &c., in open court, and were sworn and admitted citizens of the United States.

Tuesday, March 20, 1855.—Court opened in admiralty.

James Fitzpatrick, a native of Ireland, presented his petition, &c., in open court, and having otherwise complied with the law, was sworn and admitted to be a citizen of the United States.

Friday, March 23, 1855.—Court opened.

Aaron Perry, John Mason, and Matthew Shedle, of Ireland, presented their petitions, &c., in open court, and having otherwise complied with the law, were sworn and admitted citizens of the United States.

Tuesday, March 27, 1855.—Court opened in admiralty.

Patrick Connelly presented his petition, &c., in open court, and having otherwise complied with the law, was sworn and admitted a citizen of the United States.

Friday, March 30, 1855.—Court opened.

Samuel Morgan, of England, presented his petition, &c., in open court, and having otherwise complied with the law, was sworn and admitted a citizen of the United States.

Monday, April 2, 1855.—Court opened.

Marshal made his returns.

Tuesday, April 3, 1855.—Court opened in admiralty.

John Arnold, of England, presented his petition, &c., and having otherwise complied with the law, was in open court sworn, and admitted a citizen of the United States.

Monday, April 4, 1855.—Court opened.

United States
vs.
Robert P. Barr. } No. 3 October term, 1841. Civil docket.

On motion of Mr. Roberts, for defendant, rule ordered on United

States district attorney, to show cause why judgment should not be marked satisfied; returnable on Friday next.

Friday, April 6, 1855.—Court opened.

Same
vs.
Same.

United States district attorney moved for time. Hearing continued.

Tuesday, April 10, 1855.—Court opened in admiralty.

Mayor, Aldermen, and Citizens of Pittsburg
vs.
Steamboat Wisconsin. } Libel for wharfage.

On motion of Mr. McCalmont, court ordered that attachment issue, returnable the 24th instant, at 10 a. m.

Friday, April 13, 1855.—Court opened in admiralty.

Frederick Grice
vs.
Steamboat Brazil. } Libel for wages.

Exit attachment; returnable the 1st day of May next.

Tuesday, April 17, 1855.—Court opened in admiralty.

John Wertembach presented his petition, &c., was sworn, and admitted to become a citizen of the United States.

Three copyrights entered, and copies given to John Kountz, for music.

William Shortle and Michael Cunningham, of Ireland, declared their intentions to become citizens of the United States.

Friday, April 20, 1855.—Court opened.

Copyright entered, and copy given to Burton & Herron, for "atthelmintic wafers."

Tuesday, April 24, 1855.—Court opened in admiralty.

Mayor, Aldermen, and Citizens of Pittsburg
vs.
Steamboat Wisconsin. } Libel for wharfage. April 10, 1855.

Marshal made his returns. Case settled in court, by parties, and withdrawn.

H. Hayden
vs.
Jonathan Thompson. } No. 1 May term, 1855. Civil docket—*fi. fa.*

On motion of Mr. Fetterman, rule granted on plaintiff to show cause

why judgment should not be opened in this case; returnable May 7, 1855.

Copyright entered, and copy given to Burton & Herron, for "cutting gentlemen's apparel."

Friday, April 27, 1855.—Court opened.

Thomas Morton and Timothy Glenn presented their petitions and vouchers, were sworn, and admitted to become citizens of the United States.

Tuesday, May 1, 1855.—Court opened in admiralty.

Frederick Grice
vs.
Steamboat Brazil. } Libel for wages. April 13, 1855.

Parties did not appear.

Copyright entered, and copy given to Frederick Pfeiffer, for "destroying the cocullia."

Guthril Ludwig and Andrew Murray declared their intentions to become citizens of the United States.

Friday, May 4, 1855.—Court opened.

Patrick Shaughessy, of Ireland, and Michael Coleman, Robert Heberlin, Lewis Benulshausen, and Henry Julius Grictzrier, of Germany, presented their petitions and vouchers, were sworn, and admitted to become citizens of the United States.

Michael Brauman and four others declared their intentions to become citizens of the United States.

Monday, May 7, 1855.—Court opened in stated session.

George Watson, jr.
vs.
Austin S. Crane. } No. 1 October term, 1854. Civil docket.

Summons penalty for acting as pilot without license.

Judgment for plaintiff, for want of appearance and affidavit of defence.

George Watson, jr.
vs.
Charles Galligher. } No. 2 October term, 1854. Civil docket.

Same as No. 1.

Monday, May 7, 1855.—Court continued.

United States of America
vs.
Henry Cummings. } Nos. 1 and 2 October term, 1854. Criminal docket.

Indictment, embezzling letters, &c., out of United States mail.

Witnesses called, and answered to their names.

Frederick Ackerman presented his petition, &c., was sworn, and admitted to citizenship of the United States.

Tuesday, May 8, 1855.—Court opened pursuant to adjournment, at 10 o'clock a. m.

Same
vs. } Nos. 1 and 2, as above.
Same.

Trial progressed.

Wednesday, May 9, 1855.—Court opened at 10 o'clock, pursuant to adjournment.

Same
vs. } Nos. 1 and 2, as above.
Same.

Trial concluded, and, after argument and charge of the court, the jury retired.

George Elliott
vs. } No. 2 of May term, 1853. Civil docket.
Robert M. Boles.

Summons penalty for infringement of steamboat law.

Plaintiff takes a non-suit.

John Lippert, John Kraus, and Valentine Smith, of Germany, made proof required by law, were sworn, and admitted to become citizens of the United States.

Thursday, May 10, 1855.—Court opened at 10 o'clock a. m., pursuant to adjournment.

United States
vs. } Nos. 1 and 2 Oct. term, 1854. Criminal docket.
Henry Cummings.

Indictment, embezzlement of letters, &c. Verdict, "guilty."

Mr. Black moved for an arrest of judgment, and new trial.

H. Hayden
vs. } No. 1 May term, 1855. Civil docket.
Jonathan Thompson.

Show cause why judgment should not be opened, and proceedings stayed.

After argument by counsel, the court ordered rule to be dismissed, with costs.

On motion of Mr. Tetterman, rule granted on plaintiff to show cause why judgment and all proceedings, for want of jurisdiction, should not be set aside. Hearing continued to Saturday next.

Friday, May 11, 1855.—Court opened at 10 o'clock a. m., pursuant to adjournment.

Richard Lindsay and George Hill, of Ireland, presented their petitions, were sworn, and admitted to become citizens of the United States.

Saturday, May 12, 1855.—Court opened pursuant to adjournment, at 10 o'clock a. m.

H. Hayden
vs.
Jonathan Thompson. } No. 1 May term, 1855. Civil docket.

Motion to quash. Argument postponed.

Monday, May 14, 1855.—Court opened at 10 o'clock a. m., pursuant to adjournment.

John Floyd, of Ireland, and Guthet Worrel, of Germany, presented their petitions, &c., were sworn, and admitted to become citizens of the United States.

Tuesday, May 15, 1855.—Court opened pursuant to adjournment, at 10 o'clock a. m.

United States
vs.
Henry Cummings. } Nos. 1 and 2 Oct. term, 1854. Criminal docket.

Embezzlement of letters, &c., out of post office. Hearing on motion in arrest of judgment, &c. Argument in favor of motion by Mr. Black, district attorney—Shaler, contra; and Mr. Black concluded the argument.

Court postponed opinion until Friday next.

Samuel Champion, an alien from England, presented his petition, and having otherwise complied with the law, was sworn, and admitted to become a citizen of the United States.

Friday, May 18, 1855.—Court opened.

United States.
vs.
Henry Cummings. }

Parties being absent, the court withheld opinion on arrest of judgment.

James Kelly and three others declared their intentions to become citizens of the United States.

Tuesday, May 22, 1855.—Court opened.

Same
vs.
Same. } Criminal docket.

Convicted of embezzling letters, &c. Prisoner in court.

Hon. Judge Irwin delivered his opinion, sustaining the motion for a new trial; which was ordered accordingly. Prisoner remanded.

Friday, May 25, 1855.—Court opened.

John Stofft, of Germany, and Edward Denihan, of Ireland, pre-

sented their petitions, and otherwise complied with the law, were sworn, and admitted to become citizens of the United States.

John Legrand and Lewis Schunk Glaser declared their intentions to become citizens of the United States.

Tuesday, May 29, 1855.—Court opened in admiralty.

Henry Friend, a German, and Lawrence Flagharty, of Ireland, were admitted to become citizens of the United States.

John Keuhn and six others declared their intentions to become citizens of the United States.

Friday, June 1, 1855.—Court opened.

Arthur McDermott, of Ireland, came into court with his petition and voucher, was sworn, and admitted to become a citizen of the United States.

George Swan, of Scotland, declared his intention to become a citizen of the United States.

Monday June 4, 1855.—Court opened. (Return day.)

John A. Wolf, of Germany, presented his petition, &c., was sworn, and admitted to become a citizen of the United States.

John Genun and five others declared their intentions to become citizens of the United States.

Tuesday, June 5, 1855.—Court opened in admiralty.

John Allhaigh, of Ireland, presented his petition, &c., was sworn, and admitted to become a citizen of the United States.

Edward Gilmore, and four others, declared their intentions to become citizens of the United States.

Friday, June 8, 1855.—Court opened in admiralty.

John Ehrmann, of Germany, presented his petition, &c., was sworn, and admitted to become a citizen of the United States.

Two persons declared their intentions to become citizens of the United States.

Two copyrights entered.

Tuesday, June 12, 1855.—Court opened in admiralty.

Frederick Wm. George, of Germany, presented his petition, &c., was sworn, and admitted to become a citizen of the United States.

Anthony Hoffman, and four others, declared their intentions to become citizens of the United States.

Friday, June 15, 1855.—Court met, and adjourned.

Monday, June 18, 1855.—Regular session opened at Williamsport, Lycoming county, and no case to be tried this term. Court rose.

Tuesday, June 19, 1855.—Court opened in admiralty.

Two copyrights entered for A. H. English, for school-books.

Friday, June 22, 1855.—Court opened in admiralty.

Lewis D. Hutchinson *vs.* Steamboat Endeavor. } Libel to restrain part owners.

On motion of Mr. Stanton, court ordered that attachment issue, returned the 26th instant.

John McGahey
vs.
Steamboat Jas. Guthrie. } Libel for damages, November 29, 1854.

Show cause to quash—argument. Continued to 26th instant.

Tuesday, June 26, 1855. Court opened in admiralty.

John McGahey
vs.
Steamboat Jas. Guthrie.

Hearing on rule to quash. G. P. Hamilton argued for motion, Mr. Stanton *contra.*

On motion of Mr. Hamilton, a special commissioner is appointed to take testimony in this case. Further hearing adjourned to 3d of July next.

Copyright entered for Kennedy & Brother, for "a method of detecting spurious bank notes."

Lewis D. Hutchins
vs.
Steamboat Endeavor. } Libel to restrain part owners, June 22, 1855.

Mr. Stanton moved that security be given to libellant for his interest in vessel or co-attachment do stand.

Mr. McCandless, for claimants, moved that the court would grant him time to answer. The court ordered that he be ready to-morrow, at 10 a. m.

Copyright entered for J. D. Williams, for a business card ornament, entitled "Diadem Wreath."

Wednesday, June 27, 1855.—Court opened pursuant to adjournment, at 10 o'clock a. m.

Same
vs. } Libel to restrain part owners, June 22, 1855.
Same.

Claimant moved the court to dissolve the attachment, and dismiss the libel; and after argument being heard, the court overruled the motion, and directed the attachment to stand until further ordered.

Friday, June 29, 1855.—Court opened.

Parties not in attendance; court adjourned.

UNITED STATES OF AMERICA,
Western district of Pennsylvania, } *sct.*

I, John D. W. White, clerk of the district court of the United States for the western district of Pennsylvania, do hereby certify that the foregoing abstract from the minutes of this court is correct.

In testimony whereof, I have hereunto set my hand, and affixed the [SEAL.] seal of the said court, at Pittsburg, this 20th day of February, A. D. 1856, and of the independence of the United States the eightieth.

J. D. W. WHITE, *Clerk.*

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 79.

ACCOMMODATION OF THE COURTS OF THE UNITED STATES FOR THE DISTRICT OF MARYLAND.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

Copies of conditional contracts made for the purchase of lots, and plans and estimates, for the erection of buildings for the accommodation of the United States courts for the district of Maryland, in the city of Baltimore.

April 10, 1856.—Referred to the Committee on the Judiciary, and ordered to be printed.

To the Senate and House of Representatives:

In execution of an act of Congress, entitled "An act to provide for the accommodation of the courts of the United States for the district of Maryland and for a post office at Baltimore city, Maryland," approved February 17, 1855, I communicate herewith, for the consideration of Congress, copies of conditional contracts, which I have caused to be executed for two sites, with buildings thereon, together with plans and estimates for fitting up and furnishing the same.

FRANKLIN PIERCE.

Washington, *April* 9, 1856.

List of papers relating to the purchase of property in Baltimore, Maryland, for purposes of post office and United States courts.

No. 1. Contract of George P. Kane *et al.*, dated February 2, 1856, for sale to United States of the residue of Merchants' Exchange.

No. 2. Contract of Andrew McLaughlin, dated March 22, 1856, for sale to United States of property at corner of Fayette and St. Paul streets.

No. 3. Contract of S. Cariss and others, committee, for sale to United States of "Masonic Hall," dated February 2, 1856.

No. 4. Power of Grand Lodge to committee to sell "Masonic Hall."

No. 5. Estimate by Captain A. H. Bowman of amount required to fire-proof Masonic Hall.

No. 6. Estimate by Secretary of the Interior of amount required to furnish United States court-rooms.

No. 7. Estimate by Captain A. H. Bowman of amount required to furnish enlargement of post office and custom-house.

This agreement, made this second day of February, in the year of our Lord one thousand eight hundred and fifty-six, between George P. Kane, of the city of Baltimore, in the State of Maryland, acting for and in behalf of the Merchants' Exchange Company of Baltimore, by virtue of an authority of said company, and Captain A. H. Bowman, engineer in charge of Treasury buildings, acting in behalf of the United States, of the other part, by direction of the President, witnesseth: That the said George P. Kane, on behalf of the Merchants' Exchange Company aforesaid, in consideration of the sum of two hundred and sixty-seven thousand dollars, to be paid as hereinafter mentioned and agreed, doth hereby covenant with the said Captain A. H. Bowman, engineer in charge, &c., aforesaid, that the said Merchants' Exchange Company shall, by the annexed draught of a deed in writing, to be duly executed so soon as the legislature of the State of Maryland shall grant permission to the United States aforesaid to hold the property therein described, and the Congress of the United States shall have approved of this agreement by the necessary appropriation to carry the same into effect, (otherwise this agreement to be null and void,) grant and convey the same in fee simple to the United States of America aforesaid, clear of all incumbrances. Secondly, the said George P. Kane, on behalf of the Merchants' Exchange Company aforesaid, and in consideration of the aforesaid sum of two hundred and sixty-seven thousand dollars, to be paid as hereinafter mentioned and agreed upon, doth further covenant and agree with the said Captain A. H. Bowman, engineer in charge, &c., aforesaid, acting on the part of the United States, that the Merchants' Exchange Company of Baltimore aforesaid shall and will, at their own proper cost and expense, erect and make, or cause to be erected and made, all the alterations, improvements, and repairs particularly mentioned, expressed, and set forth in the said annexed draught of a deed, in the manner, within the time, and according to the plan and specifications therein set forth; and shall and will cause the same to be delivered to the United States aforesaid finished and completed, in accordance with the plan and specifications in said deed set forth, within the time therein limited for the completion and delivery of the same.

And the said Captain A. H. Bowman, engineer in charge, &c., aforesaid, on behalf of the said United States, doth hereby agree, in consideration of the covenants, promises, and agreements hereinbefore contained, on the part of the Merchants' Exchange Company aforesaid, to do and perform all the acts, matters, and things herein-

before mentioned on the part of said company to be done or performed, according to the stipulations, plan, and specifications in the annexed draught of a deed set forth, to pay, or cause to be paid, to the Merchants' Exchange Company aforesaid the above-mentioned sum of two hundred and sixty-seven thousand dollars in the following manner, to wit: Two hundred thousand dollars immediately upon the obtaining permission from the legislature of the State of Maryland aforesaid to the conveyance within mentioned, and approval of Congress aforesaid, and the due execution and delivery of such conveyance; and the remaining sixty-seven thousand dollars immediately upon the completion of the alterations, improvements, and repairs above mentioned, in the manner and within the period stipulated and provided in and by the aforesaid draught of a deed hereto annexed.

In testimony whereof, the Merchants' Exchange Company of Baltimore, aforesaid, have caused these presents to be sealed with their corporate seal, and George P. Kane, the president of said corporation, hath hereunto subscribed his name and affixed his seal; and the said George P. Kane, acting for and in behalf of the Merchants' Exchange Company of Baltimore, aforesaid, and Captain A. H. Bowman, engineer in charge, &c., acting for and in behalf of the said United States, have hereunto subscribed their names and affixed their seals, on the day and year first above written.

GEO. P. KANE, [L. S.]
Pres't Merchants' Ex. Co.
GEO. P. KANE. [L. S.]
A. H. BOWMAN, [L. S.]
Engineer in charge.

Signed, sealed, and delivered in the presence of—
WM. SPERRY,
J. M. KANE,
A. B. YOUNG,
R. C. MORGAN.

In explanation of the above agreement, it is understood that the annexed draught of a deed is designed to describe, and convey to the United States, when executed, all the ground and buildings located thereon belonging to the Merchants' Exchange Company, designated on the annexed plat by dotted lines of red on the black lines; which plat, though not drawn or prepared with the accuracy necessary to make it entirely reliable, is used to designate the ground intended to be conveyed, except so much of the ground within the lines of said plat as already belongs to the United States for custom-house purposes, and that part owned and occupied by the Merchants' Bank.

The deed, before being executed, is to be submitted to such law officer as may be designated by the government, and to be subject to his approval, not only in regard to title, but also to be altered by him, if necessary, to embrace, if not already embraced, all the property intended to be conveyed within the bounds, commencing at the northwest corner of Gay and Lombard streets, (custom-house S. E. corner,) binding on Lombard street about 164 feet, and running west

to the southwest boundary of the Exchange Company's property on Lombard street, on which the building known as the hotel extension is located; thence in a direct line, about 244 feet, to Second street; thence eastwardly, binding on Second street, to the northeast corner of the Merchants' Bank, (being the southwest corner of Second and Gay streets;) thence, binding on Gay street, to place of beginning.

It is also understood that the said annexed draught of a deed shall, if deemed necessary by the law officer of the government, contain a covenant on the part of the Exchange Company not to permit any building to be extended on the adjoining lot on Exchange Place, known as the Dugan property, beyond the present front of said building, which is nearly parallel with the south front of the main building of the Exchange.

It is further understood that the Exchange Company shall compensate such officer as may be designated by the United States to superintend the progress of the work designed to be executed, at a rate not exceeding one hundred dollars per month.

It is further understood that the final payment of sixty-seven thousand dollars, referred to in the annexed draught of a deed, may, at the option of the government, be paid in monthly instalments as the work progresses, according to the terms of payment described in the annexed specifications.

This indenture, made this —— day of ———, in the year of our Lord one thousand eight hundred and fifty-six, between the Merchants' Exchange Company of Baltimore, duly incorporated by an act of the general assembly of Maryland, of the one part, and the United States of America, of the other part: Whereas the Merchants' Exchange Company of Baltimore, aforesaid, have sold to the United States of America the piece or parcel of ground and premises hereinafter described, except as is hereinafter excepted, to be used as a post office, in connexion with the custom-house for the port of Baltimore, at present belonging to the United States, aforesaid; and have also contracted with the United States, aforesaid, to alter and repair the building at this time standing on said hereinafter described ground, according to the plan and specifications hereinafter set forth—that is to say, the entire buildings upon the space hereinafter described—to be altered according to the plans and drawings submitted by the Merchants' Exchange Company, aforesaid, and to the specifications hereto annexed; all of which work, repairs, and alterations, are to be finished and completed on or before the —— day of ———, one thousand eight hundred and fifty-=.

For all of which it is agreed and understood between the contracting parties, that the United States are to pay the Merchants' Exchange Company of Baltimore, aforesaid, the sum of two hundred and sixty-seven thousand dollars, lawful money, in the following manner, that is to say: two hundred thousand dollars in cash, at the sealing and delivery of this deed, and when the consent of the legislature of the State of Maryland to the said sale shall have been obtained, and the

balance of sixty-seven thousand dollars immediately upon the finishing and completion of the buildings, alterations, and repairs, aforesaid, in the manner stipulated and set forth in the said specifications hereto annexed; it being expressly understood and declared, that, in accordance with the provisions of the third section of the act of Congress of the twenty-first of April, eighteen hundred and eight, no member of Congress shall be admitted to any share or part of the foregoing contract or agreement, or to any benefit to arise therefrom. And whereas, at a meeting of the stockholders of the Merchants' Exchange Company of Baltimore, aforesaid, held on the —— day of ———, one thousand eight hundred and fifty——, at which meeting stock to the amount of $——— was represented, the within recited sale and contract to and with the United States, aforesaid, were approved and ratified by said meeting; and the president of said corporation was duly authorized to execute this deed:

Now, this indenture witnesseth, that, for and in consideration of the above recited premises, and of the payment of the aforesaid sum of two hundred thousand dollars by the United States of America, aforesaid, to the Merchants' Exchange Company of Baltimore, aforesaid, at the sealing and delivery hereof, the receipt whereof is hereby acknowledged, and also for the further consideration of the promise and agreement on the part of the United States, aforesaid, to pay the said sum of sixty-seven thousand dollars immediately upon the completion of the buildings, alterations, and repairs aforesaid, in manner aforesaid, the Merchants' Exchange Company of Baltimore, aforesaid, have granted, bargained, and sold, aliened, enfeoffed, and conveyed, and by these presents do grant, bargain, and sell, alien, enfeoff, and convey, unto the United States of America, aforesaid, and their assigns, all that piece or parcel of ground situate and lying in the city of Baltimore, aforesaid, and bounded as follows, that is to say: on the north by Second street, on the east by Gay street, on the south by Lombard, formerly called Water street, and on the west by the western outlines of lots numbers sixty-two, sixty-three, sixty-four, and sixty-five, (except the several parts or portions thereof, that is to say: all that parcel which, by indenture bearing date the twenty-ninth day of February, one thousand seven hundred and eighty, and recorded among the land records of Baltimore county, in liber W. G., No. E, folio 159, &c., was conveyed by Elias Barnaby to Robert Purviance; also all that parcel which was conveyed by the Baltimore Exchange Company to the United States of America, by deed dated the sixteenth day of July, eighteen hundred and seventeen, and recorded among the land records aforesaid, in liber W. G., No. 138, folio 447, &c.; also those parts or parcels which, by indenture dated the thirty-first day of December, eighteen hundred and seventeen, and recorded among the same records, in liber W. G., No. 144, folio 271, &c., was conveyed by the Baltimore Exchange Company to the President, Directors and Company of the Bank of the United States;) and also the part or parcel of said ground, which was heretofore conveyed by Barnaby to Purviance, and lately purchased by the Merchants' Exchange Company of Baltimore, aforesaid, (the parcel of ground herein first before described, being the same, with the exceptions aforesaid,

which, by indenture, dated the fourth day of September, eighteen hundred and fifty-two, and recorded among the land records of Baltimore city, in liber E. D., No. 25, folio 53, &c., was conveyed and leased in fee-simple, by the Commercial Exchange Company of Baltimore, to the Merchants' Exchange Company of Baltimore, aforesaid; together with all and singular the buildings and improvements on said ground, except as before excepted, and also excepting the part thereof heretofore conveyed to the United States for the extension of the custom-house, erected, made, or being, and all and every the rights, privileges, appurtenances, and advantages thereunto belonging, or in any wise appertaining; and all the estate and interest, right, title, property, claim, and demand whatsoever, of the Merchants' Exchange Company of Baltimore, aforesaid, in, unto, and out of said described property and premises:

To have and to hold the piece or parcel of ground and premises above described, and hereby mentioned to be conveyed, with the rights, privileges, advantages, and appurtenances aforesaid, subject to the exceptions aforesaid, unto the United States of America aforesaid, and their assigns, to their proper use and behoof forever.

And the Merchants' Exchange Company of Baltimore aforesaid, do hereby covenant, promise, and agree to and with the United States of America aforesaid, and their assigns, in manner following, that is to say: That the Merchants' Exchange Company of Baltimore aforesaid shall, and will, forthwith cause to be commenced the buildings, alterations, repairs, and improvements hereinbefore mentioned, according to the plan, specifications, and stipulations recited and set forth in the specifications hereto annexed; also, shall and will cause the same to be prosecuted to completion, with all reasonable and convenient despatch, so that the whole shall be ready and finished for use on or before the ——— day of ———, eighteen hundred and fifty ——; and shall and will at that time, or sooner if finished, deliver to the United States of America aforesaid, peaceable and quiet possession of the same, upon receipt of the balance of the purchase money, to wit: sixty-seven thousand dollars; also, that the Merchants' Exchange Company of Baltimore aforesaid, the piece or parcel of ground and premises above described, and hereby mentioned to be granted and conveyed, with all the rights, privileges, advantages, and appurtenances aforesaid, from and against themselves, and all and every person and persons legally or equitably having, claiming, or to claim any estate or interest therein, or right or title thereto, or in or to any part or parcel thereof, through, by, or under them, unto the United States of America aforesaid, and their assigns, shall and will warrant, and by these presents forever defend; and, also, that the Merchants' Exchange Company of Baltimore aforesaid shall and will at any time or times hereafter, at the reasonable request and cost and charge of the United States of America, or their assigns, do, make, execute, and deliver, or cause and procure to be done, made, executed, and delivered, all such further acts, deeds, conveyances, and assurances, in the law, as shall or may be reasonably advised or devised, and required as necessary by the counsel of the United States of

America, or of their assigns, for the conformation of these presents, according to the purport, true intent, and meaning hereof.

And this indenture further witnesseth: That the Merchants' Exchange Company of Baltimore aforesaid have constituted, and do hereby constitute and appoint ————, of the aforesaid city of Baltimore, to be their attorney, for them, and in their name, and as the act and deed thereof, to acknowledge this indenture before any person or persons having authority by law to take the said acknowledgment, in order that the said indenture may be recorded.

In testimony whereof, the Merchants' Exchange Company of Baltimore aforesaid have caused these presents to be sealed with their corporate seal, and, ————, the president of said corporation, hath hereunto subscribed his name on the day and year first above written.

Signed, sealed, and delivered in the presence of

——— ———.

STATE OF MARYLAND, *City of Baltimore, ss:*

Be it remembered, and it is hereby certified, that on this ———— day of ————, in the year of our Lord one thousand eight hundred and fifty ——, before the subscriber, a justice of the peace of the State of Maryland, in and for the city of Baltimore aforesaid, personally appears ——— ———, who, of my own knowledge, I am satisfied is the person named and described as the attorney appointed in and by the letter or power of attorney contained in the foregoing deed or indenture, and by virtue and in pursuance of the power and authority thereby granted, acknowledged the said indenture or instrument of writing to be the act and deed of the Merchants' Exchange Company of Baltimore, the party of the first part thereto.

In testimony whereof, I hereunto subscribe my name on the day and year aforesaid.

——— ———.

———

Specifications of alterations to be made at the Exchange buildings, for the purpose of rendering fire-proof the post office and extension of custom-house.

The Exchange buildings, when prepared for the use of the post office and custom-house, will consist of the square of the main building containing the rotundo, deprived of the southwest wing, the old reading-room building, and the privies and hotel buildings on Second street; thus leaving an open area around the finished building. This space will be paved, partly extending in a drive from Lombard street to Second street, for the use of the mail wagons; the space between the building and the west enclosing line with stone pavement, as the streets. The west of the area will be paved with good hard paving-brick, provided with drainage gutters, and the brick pavement divided on a north and south line, (or parallel to the western front of the building,) from the road, paving by a 6-inch granite curbing. The enclosure will commence at the present custom-house, and will be made on the line of the lot until it reaches the south end of the dividing

line on the western side, where the building on said lot will enclose to Second street; thence along the Second street front to the Merchants' Bank. The enclosure will consist of a substantial cast-iron fence, using the one which now surrounds the grounds of the record. This railing will be set in a granite coping, cut 12 inches wide, and 8 inches thick, and the gates will be hung to granite fine-cut posts 16 inches square. The point of delivery from wagons of mail matter on west side of building will receive an iron platform and steps, to span the area, platform to be, say 6 feet long, and of sufficient width to cover the area, allowing the wagons to drive up alongside; steps from platform to wind down from one end of it.

The sunken area will be continued around the building in those parts where it does not now exist, to be of a regular width, coped with neatly cut granite coping 10″ by 8″, furnished with steps of the same material at the north and south ends of the western area, and the basement windows furnished with wrought-iron gratings.

The exterior of the building, commencing at the present custom-house wing on its western side, and continuing around the three sides of the building until it reaches the Merchants' Bank building, will be made to conform in appearance and ornament with the said custom-house. The bond courses and cornices being continued around of the same dimensions and appearance as those of the custom-house front, with the exception of the brown stone portico. Where the new areas are excavated and wall laid bare, the outside plastering shall be carried down to a base course of Cheat river stone, or granite if Cheat river cannot be properly obtained in such parts. Where a stone course cannot be placed on account of the stone foundation wall, then, as was done at the custom-house, the plastering shall be carried down in cement plastering. There will be three new windows in each end of the post office building in each story, and they will resemble the windows of the same story in each building in finish, sash, frames, and glass, being single windows, arched in such stories as they are arched in the rest of the building. The ornaments which will be supplied will be of cast iron; the stone cornices and bond courses now existing will remain unaltered; the cornice at the eaves will be of free stone of a similar pattern as the present one, and will only require being placed where buildings or walls are removed.

The present roof will be removed, and one substituted of wrought-iron frame and slate covering, similar in plan and execution to that on the gas-house buildings, excepting, of course, the ventilating rise. This new roof will be furnished at the eaves with copper gutters and down-spouts, the present ones being used where they are now in the building, and similar new ones being put in where there is made new cornice.

The wooden floors are to be made fire-proof by the same proceeding which was used and approved of in the extension of the custom-house—wrapping the joists in No. 27 sheet-iron, and counter-ceiling with mortar under the floor on sheet-iron; the method used in the said extension of the custom-house to be strictly followed.

The floor of the hall over the post office principal room is to be sustained by a girder run from chimney-piece to chimney-piece; said

girder to receive two light cast-iron pillars. All the wooden floors of the first and second stories of the building are to be rendered fire-proof in the manner above stated; but the third floor will be removed throughout, and the second floor restored to its original height. All the studding partitions of said floor which were placed for hotel and office accommodations are also to be removed. The story so heightened will have its ceiling lathed on light ceiling joists, hung to the iron ties of the roof. All floors of first floor now laid over brick arches will remain undisturbed.

Opposite to the present iron and marble stairs leading from the rotundo to second story a similar one will be constructed, or at any other point which the superintendent for the United States shall select, provided the cost thereby be not increased. The present wooden stairs leading from the second floor to the dome will be removed, and a light iron one not more than three feet wide in length of tread substituted, with a simple wrought-iron round bar-rail, at or about the same point in the building. All the stairways from the first to the second floor, and other stairways from second to present third, about or near the post office buildings, will be removed, and the necessary communications by doorways established between the rooms; all as the United States superintendent may select.

The carriers' room will be provided with openings similar to other openings in the post office for Sunday delivery into the rotundo openings, to be furnished with small doors and sills. There will be a new opening for post office business made near the southwest corner of the rotundo, similar to the one on northwest corner.

A portion of the passage between the carriers' room and present post office, formerly occupied by a stair, will be appropriated to the site of water-closets and a urinal, from which the drainage will be conveyed to the sewer running along the western side of the building.

The basement will remain as it is, except in the arrangement contemplated for window gratings, which will be set into the frames where wanting, as done in custom-house extension. Outside entrances to basement will be made from the areas at convenient points along the southwest and north sides, as the superintendent shall select.

The rooms at present used by the Merchants' Exchange reading-rooms will be appropriated to the use of the custom-house, and, if desired by the collector, Mr. Thomas, the old partition walls near the chimneys shall be replaced and furnished with doors as formerly, and similar to those in the original building.

The floor over this part of the custom-house is included in the above-mentioned fire-proofing, and is marked on the plan, "addition to custom-house." The plan alluded to is on a scale of $\frac{1}{16}$ inch to one foot; is drawn to convey a general idea of the improvements, and will be deposited for reference with the United States superintendent, and signed with the name of J. Crawford Neilson, architect, of Baltimore. All doors required in the rooms of this new custom-house extension in the northwest angle of the building are to be supplied.

The present fire-walls disconnecting the Exchange buildings from the Merchants' Bank will be retained coped, as at present.

All plastering injured by the progress of the work in the post office and proposed extension of the custom-house will be replaced and repaired, and the new ceilings lathed and plastered in three coats, finished with a hard white finish. The outside new work will be plastered like the present outside work, and all the exterior painted, from the present Lombard street entrance side, of the same color, round to the Merchants' Bank; all wood-work usually painted inside is to receive three coats of best white lead in oil, of such color as superintendent may select.

The wooden roof protecting the dome will be covered over the shingles with galvanized iron. All hardware required will be supplied of best quality; also, all scaffolding and labor required to carry out the work.

At the entrance from Second street, the wooden steps and platform will be removed, and a cast-iron platform, furnishing access also to the letter-box, guarded at each end by a rail and supplied with a flight of iron steps without risers—the object being to furnish light to basement.

The whole of the above work to be done in a faithful and workmanlike manner, to the entire satisfaction of the superintendent appointed by the President to inspect the work; and if, during its progress, said superintendent shall require any alterations, he shall have the power to make them in the several parts: provided always, that he shall beforehand fix upon and agree to the amount of payments to be made for additional work, or subtracted in event of diminution, and such amount as estimated by him shall be final in the premises.

Payments for the above work shall be made monthly on the order of the said superintendent, to the amount of nine-tenths of the value of the work done or materials delivered; the remaining one-tenth to be paid as soon as the work shall be declared complete and accepted by said superintendent.

The work to be done by the direction of J. Crawford Neilson, architect, and to be finished, as regards work now specified, within the time of six summer or good-weather working months from the time directed by superintendent as the proper time to commence. The contractors to the above to give securities to the amount of fifteen thousand dollars ($15,000) in two sureties.

This agreement, made this twenty-second day of March, in the year of our Lord one thousand eight hundred and fifty-six, between S. Carriss, John S. Berry, and H. R. Reynolds, of the city of Baltimore, in the State of Maryland, acting for and in behalf of the Grand Lodge of Maryland, and Captain A. H. Bowman, engineer in charge of Treasury buildings, by direction of the President, acting in behalf of the United States, witnesseth:

That the said S. Carriss, John S. Berry, and H. R. Reynolds, acting by authority of the Grand Lodge of the State of Maryland afore-

I hereby certify, that the foregoing is a correct abstract from the record of the proceedings of the Grand Lodge of Maryland. In witness whereof, I have hereunto subscribed my name and annexed the seal of the Grand Lodge of Maryland, this 21st day of March, 1856.

JOSEPH ROBINSON,
Grand Secretary Grand Lodge of Maryland.

TREASURY DEPARTMENT,
April 2, 1856.

SIR: I have the honor to state that the Masonic Hall in Baltimore, Maryland, can be rendered fire-proof with iron roof, floors constructed of iron, beams, and brick arches, and substituting iron for wood wherever it can be used, for $32,623 33, to which should be added ten per cent. thereon for the payment of contingent services, &c.

I have the honor to be, very respectfully,
A. H. BOWMAN,
Engineer in charge, Treasury Department.

His Excellency FRANKLIN PIERCE,
President of the United States.

DEPARTMENT OF THE INTERIOR,
Washington, April 8, 1856.

SIR: In compliance with your request, I have examined the conditional contract made, under your directions, with Andrew McLaughlin, esq., for the purchase of a lot in the city of Baltimore, with the buildings thereon, for the use of the United States courts, and have the honor to state that, in my opinion, the cost of fitting up and furnishing the buildings suitably for the courts will not exceed the sum of two thousand dollars.

I have the honor to be, with much respect,
ROBERT McCLELLAND,
Secretary.

To the PRESIDENT OF THE UNITED STATES.

TREASURY DEPARTMENT,
April 4, 1856.

SIR: I have the honor to submit the following estimate:

Amount required to furnish the Baltimore post office, enlarged, and two additional rooms in the custom-house, $2,000.

I have the honor to be, very respectfully,
A. H. BOWMAN,
Engineer in charge, Treasury Department.

His Excellency FRANKLIN PIERCE,
President of the United States.

All plastering injured by the progress of the work in the post office and proposed extension of the custom-house will be replaced and repaired, and the new ceilings lathed and plastered in three coats, finished with a hard white finish. The outside new work will be plastered like the present outside work, and all the exterior painted, from the present Lombard street entrance side, of the same color, round to the Merchants' Bank; all wood-work usually painted inside is to receive three coats of best white lead in oil, of such color as superintendent may select.

The wooden roof protecting the dome will be covered over the shingles with galvanized iron. All hardware required will be supplied of best quality; also, all scaffolding and labor required to carry out the work.

At the entrance from Second street, the wooden steps and platform will be removed, and a cast-iron platform, furnishing access also to the letter-box, guarded at each end by a rail and supplied with a flight of iron steps without risers—the object being to furnish light to basement.

The whole of the above work to be done in a faithful and workmanlike manner, to the entire satisfaction of the superintendent appointed by the President to inspect the work; and if, during its progress, said superintendent shall require any alterations, he shall have the power to make them in the several parts: provided always, that he shall beforehand fix upon and agree to the amount of payments to be made for additional work, or subtracted in event of diminution, and such amount as estimated by him shall be final in the premises.

Payments for the above work shall be made monthly on the order of the said superintendent, to the amount of nine-tenths of the value of the work done or materials delivered; the remaining one-tenth to be paid as soon as the work shall be declared complete and accepted by said superintendent.

The work to be done by the direction of J. Crawford Neilson, architect, and to be finished, as regards work now specified, within the time of six summer or good-weather working months from the time directed by superintendent as the proper time to commence. The contractors to the above to give securities to the amount of fifteen thousand dollars ($15,000) in two sureties.

This agreement, made this twenty-second day of March, in the year of our Lord one thousand eight hundred and fifty-six, between S. Carriss, John S. Berry, and H. R. Reynolds, of the city of Baltimore, in the State of Maryland, acting for and in behalf of the Grand Lodge of Maryland, and Captain A. H. Bowman, engineer in charge of Treasury buildings, by direction of the President, acting in behalf of the United States, witnesseth:

That the said S. Carriss, John S. Berry, and H. R. Reynolds, acting by authority of the Grand Lodge of the State of Maryland afore-

of the United States, convey to the United States of America the following property, viz: A lot of ground situate at the corner of Fayette and St. Paul streets, in the city of Baltimore, Maryland, and particularly described as follows: beginning at the southwest corner of the Masonic Hall property, on St. Paul street; thence south along the line of said street, sixty-two feet and two inches, to its intersection with Fayette street; thence east along the line of said Fayette street, eighty-three feet and nine inches; thence north on a line parallel with St. Paul street, sixty-two feet and two inches, to the line of the Masonic Hall property; thence west eighty-three feet nine inches to the place of beginning, as the same is shown on a plat herewith annexed and forming part of this instrument; together with the buildings and other improvements thereon, and appurtenances thereunto belonging.

And the said Capt. A. H. Bowman, engineer in charge, &c., aforesaid, on behalf of the said United States, in consideration of the covenants, promises, and agreements hereinbefore contained, on the part of the said Andrew McLaughlin aforesaid, to do and perform all the acts hereinbefore mentioned on the part of him, the said Andrew McLaughlin, doth hereby agree to pay, or cause to be paid, to the said Andrew McLaughlin the above mentioned sum of thirty thousand dollars, on the due execution of the deed aforesaid, conditioned as aforesaid, and the approval of this agreement by Congress making the necessary appropriations to carry the same into effect.

In testimony whereof, the said Andrew McLaughlin, and the said Capt. A. H. Bowman, engineer in charge, &c., acting for and in behalf of the United States, by direction of the President, as aforesaid, have hereunto subscribed their names and affixed their seals, on the day and year first above written.

ANDREW McLAUGHLIN.
A. H. BOWMAN,
Engineer in charge of Treasury Department.

Signed, sealed, and delivered in presence of—
SAMUEL F. HOUSTON,
H. HARDY.

In Grand Lodge, May 8th, 1854.—On motion, it was resolved, that a committee be appointed to inquire into the practicability and propriety of disposing of the building now held by this Grand Lodge, and substituting therefor one in a more central and suitable situation, said committee to report to this Grand Lodge, at a special meeting to be called for that purpose.

The Grand Master appointed Samson Carriss, H. R. Reynolds, and John S. Berry said committee.

November 20, 1854, said committee was continued.

In Grand Lodge, May 15, 1855.—On motion, it was resolved, that the committee on the Masonic Hall property be authorized to sell the same for a sum not less than fifty thousand dollars cash.

November 20, 1855, said committee was continued.

34th CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 80.

OFFICERS OF THE NEAPOLITAN NAVY—AMERICAN BARQUE PARANA.

MESSAGE

FROM

THE PRESIDENT OF THE UNITED STATES,

TRANSMITTING

The despatch of the United States Minister resident at the Court of Naples, relative to the saving of the crew of the American barque Parana from shipwreck by the officers of the Neapolitan Navy and Marine.

APRIL 10, 1856.—Referred to the Committee on Naval Affairs, and ordered to be printed.

To the House of Representatives:

I transmit, herewith, a report from the Secretary of State, with accompanying document, in compliance with the resolution of the House of Representatives of the 4th instant.

FRANKLIN PIERCE.

WASHINGTON, *April* 9, 1856.

To the President of the United States:

The Secretary of State, to whom has been referred the resolution of the House of Representatives of the 4th instant, requesting the President, if not incompatible with the public interest, to communicate "a copy of a despatch dated October 29, 1855, from our minister resident at Naples, relating to the saving from shipwreck of certain American vessels and their crews," has the honor to lay before the President a copy of the communication called for by the resolution.

Respectfully submitted.

W. L. MARCY.

DEPARTMENT OF STATE,
Washington, April 9, 1856.

Mr. Owen to Mr. Marcy.

[No. 51.] LEGATION OF THE UNITED STATES,
Naples, October 29, 1855.

SIR: I have had occasion to observe the zeal and courage with which, on several occasions, sometimes at the risk of life, the officers of the Neapolitan navy and marine service have come to the succor of our vessels in distress.

The two chief examples that have come to my knowledge, during my residence here, are the following:

In the month of March, 1853, the American barque "Parana," caught in a violent storm in the Gulf of Santa Eufemia, near Il Pizzo, in Calabria Ultra, was drifting towards certain sunken rocks, on a lee shore, when Signor Vincenzo d'Abundo, of the Neapolitan marine service, seeing her danger, put off to her relief in a launch, at the imminent risk of his life. He reached her by strenuous exertion and with much difficulty, at the moment when his launch, filled with water, was on the point of sinking; and, by his intimate knowledge of the roadstead, succeeded in piloting the vessel (with the loss, however, of two masts) safely into port. There is little doubt that the rescue of this barque, and of the lives of all on board, is due to Signor d'Abundo's humanity and courage; and when the captain of the said barque, anxious to testify his gratitude, tendered a handsome remuneration for the timely succor, Signor d'Abundo (as our consul at Messina has certified to me) refused to receive any.

The other case occurred on the 30th December, 1854. The Cavaliere Don Raffaele Gonzales, captain of the Neapolitan steam-frigate the "Archimedes," came to the aid of the American barque "Golden Rule," Captain Nickerson, then drifting, during a furious gale, towards the rocks on which stands the Palermitan light-house, and under the greatest risk of suffering total shipwreck. By the efforts of Capt. Gonzales, his officers and crew, the "Golden Rule" was saved, without suffering any damage whatever, from what seemed total destruction.

It has been intimated to me that these officers would receive with peculiar satisfaction, from the American Congress, some slight testimonial of these important services. A small gold medal, with suitable device and inscription, would, I feel assured, from what I have heard, be valued by them beyond the decorations here so commonly bestowed by royalty; and such an evidence that these acts of international comity are noted and valued by us, would not only tend, as far as it went, to strengthen the relations of good understanding between the two nations, but (what is of even more importance) might, by encouraging similar acts hereafter, prove the means of saving the lives of many American citizens.

In all cases coming within my knowledge, w[illegible] [illegible]al of a[illegible]
European nation has been saved by Neapoli[illegible] [illegible]
of the country has granted to the person savi[illegible]
or similar testimonial of gratitude.

I know not what has been the pra[illegible]

connexion, in the past; but, if the President saw fit to make a recommendation in accordance with the above suggestions, I think the precedent would be one that might be advantageously imitated in the future.

I have the honor to be, sir, your obedient servant,

ROBERT DALE OWEN.

Hon. W. L. MARCY,
Secretary of State.

34th CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 81.

LOT AND BUILDING FOR UNITED STATES COURTS AT PHILADELPHIA.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

Articles of agreement for the purchase of a lot and building for the accommodation of the United States courts at Philadelphia, and recommending an appropriation to complete the purchase.

APRIL 10, 1856.—Referred to the Committee on the Judiciary, and ordered to be printed.

EXECUTIVE OFFICE,
Washington, April 8, 1856.

To the Senate and House of Representatives of the United States:

I communicate to Congress, herewith, a letter from the Secretary of the Interior, and a copy of a conditional contract entered into under instructions from that Department, for the purchase of a lot, and the building thereon, for the use of the United States courts at Philadelphia, in the State of Pennsylvania, and recommend that an appropriation of seventy-eight thousand dollars be made to complete the same.

FRANKLIN PIERCE.

DEPARTMENT OF THE INTERIOR,
Washington, April 8, 1856.

SIR: I have the honor to submit to you, herewith, a certified copy of certain articles of agreement entered into the 22d of March last, between James C. Van Dyke, on the part of the United States, and Robley Dunglison, its vice-president, on behalf of the American Philosophical Society at Philadelphia, for the purchase of their hall, and the lot whereon it stands, on Fifth street near Chestnut, being a part

Mr. Owen to Mr. Marcy.

[No. 51.] LEGATION OF THE UNITED STATES,
Naples, October 29, 1855.

SIR: I have had occasion to observe the zeal and courage with which, on several occasions, sometimes at the risk of life, the officers of the Neapolitan navy and marine service have come to the succor of our vessels in distress.

The two chief examples that have come to my knowledge, during my residence here, are the following:

In the month of March, 1853, the American barque "Parana," caught in a violent storm in the Gulf of Santa Eufemia, near Il Pizzo, in Calabria Ultra, was drifting towards certain sunken rocks, on a lee shore, when Signor Vincenzo d'Abundo, of the Neapolitan marine service, seeing her danger, put off to her relief in a launch, at the imminent risk of his life. He reached her by strenuous exertion and with much difficulty, at the moment when his launch, filled with water, was on the point of sinking; and, by his intimate knowledge of the roadstead, succeeded in piloting the vessel (with the loss, however, of two masts) safely into port. There is little doubt that the rescue of this barque, and of the lives of all on board, is due to Signor d'Abundo's humanity and courage; and when the captain of the said barque, anxious to testify his gratitude, tendered a handsome remuneration for the timely succor, Signor d'Abundo (as our consul at Messina has certified to me) refused to receive any.

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It has been intimated to me that these officers would receive with peculiar satisfaction, from the American Congress, some slight testimonial of these important services. A small gold medal, with suitable device and inscription, would, I feel assured, from what I have heard, be valued by them beyond the decorations here so commonly bestowed by royalty; and such an evidence that these acts of international comity are noted and valued by us, would not only tend, as far as it went, to strengthen the relations of good understanding between the two nations, but (what is of even more importance) might, by encouraging similar acts hereafter, prove the means of saving the lives of many American citizens.

In all cases coming within my knowledge, where a vessel of any European nation has been saved by Neapolitan aid, the sovereign of the country has granted to the person saving the same a decoration or similar testimonial of gratitude.

I know not what has been the practice of our government, in this

34th CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 81.

LOT AND BUILDING FOR UNITED STATES COURTS AT PHILADELPHIA.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

Articles of agreement for the purchase of a lot and building for the accommodation of the United States courts at Philadelphia, and recommending an appropriation to complete the purchase.

APRIL 10, 1856.—Referred to the Committee on the Judiciary, and ordered to be printed.

EXECUTIVE OFFICE,
Washington, April 8, 1856.

To the Senate and House of Representatives of the United States:

I communicate to Congress, herewith, a letter from the Secretary of the Interior, and a copy of a conditional contract entered into under instructions from that Department, for the purchase of a lot, and the building thereon, for the use of the United States courts at Philadelphia, in the State of Pennsylvania, and recommend that an appropriation of seventy-eight thousand dollars be made to complete the same.

FRANKLIN PIERCE.

DEPARTMENT OF THE INTERIOR,
Washington, April 8, 1856.

SIR: I have the honor to submit to you, herewith, a certified copy of certain articles of agreement entered into the 22d of March last, between James C. Van Dyke, on the part of the United States, and Robley Dunglison, its vice-president, on behalf of the American Philosophical Society at Philadelphia, for the purchase of their hall, and the lot whereon it stands, on Fifth street near Chestnut, being a part

of letter of instructions from the President of the United States to him for that purpose granted.

In witness whereof, I have hereunto set my hand and seal the day and year above written.

CHARLES D. FREEMAN, [L. S.]
Alderman and Justice of the Peace.

PHILADELPHIA CITY, *ss:*

On the twenty-second day of March, anno Domini 1856, before me, the subscriber, an alderman in and for the city of Philadelphia, appeared Robley Dunglison, vice-president of the American Philosophical Society, and, being duly sworn, did declare and say that he caused the corporate seal of the said society to be affixed to the above and foregoing writing, and was present at the execution thereof; and that the corporate seal so affixed thereto is the common and corporate seal of said society; and that the said above and foregoing instrument of writing was duly sealed and delivered by and as and for the act and deed of the said "American Philosophical Society," for the use and purposes therein mentioned, and the name of this deponent subscribed to the said instrument of writing as vice-president, in attestation of the due execution and delivery thereof, is of this deponent's own proper handwriting.

ROBLEY DUNGLISON.

Sworn and subscribed before me, this day and year aforesaid. Witness my hand and seal.

CHARLES D. FREEMAN, [L. S.]
Alderman.

DEPARTMENT OF THE INTERIOR,
Washington, April 7, 1856.

I, Robert McClelland, Secretary of the Interior, do hereby certify that the above and foregoing, on pages numbered 1, 2, 3, 4 and 5, is a true copy of the original, now on file in this department.

In testimony whereof I have hereunto set my hand and affixed [L. S.] the seal of this department the day and year above written.

R. McCLELLAND,
Secretary.

34th CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 81.

LOT AND BUILDING FOR UNITED STATES COURTS AT PHILADELPHIA.

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FRANKLIN PIERCE.

DEPARTMENT OF THE INTERIOR,
Washington, April 8, 1856.

SIR: I have the honor to submit to you, herewith, a certified copy of certain articles of agreement entered into the 22d of March last, between James C. Van Dyke, on the part of the United States, and Robley Dunglison, its vice-president, on behalf of the American Philosophical Society at Philadelphia, for the purchase of their hall, and the lot whereon it stands, on Fifth street near Chestnut, being a part

of Independence square, for the accommodation of the United States courts, and the offices connected therewith. This contract is, as you will perceive, conditioned upon the passage of an act at the present session of Congress appropriating the amount of the purchase-money agreed to be paid, which is seventy-eight thousand dollars. I consider the site and building very eligible and suitable for the purposes intended, and the cost fair and reasonable; and therefore recommend that the contract be submitted to Congress, and an appropriation of $78,000 asked to complete the purchase.

I am, sir, with great respect, your obedient servant,

R. McCLELLAND,
Secretary.

To the PRESIDENT.

Articles of agreement indented, made, concluded, and agreed upon this twenty-second day of March, in the year of our Lord one thousand eight hundred and fifty-six, between the American Philosophical Society, held at Philadelphia, for promoting useful knowledge, of the one part; and the United States of America, of the second part, to wit:

That said party of the first part, for the consideration hereinafter mentioned, do, for themselves and their successors, covenant, promise, grant, and agree, to and with the said party of the second part, that they, the said party of the first part, shall and will within one month after the adjournment of the present session of the Congress of the United States ensuing the date of this agreement, at the proper costs and charges of the said party of the second part, their successors and assigns, by such deed or deeds of conveyance as the United States of America, or the attorney and counsel of the same learned in the law, shall advise, will and sufficiently grant, convey, and assure unto said party of the second part, to be used for the accommodation of courts of justice and offices, and officers appertaining to or connected therewith, clear of all incumbrances, the hall of the said party of the first part, and all that lot or piece of ground on which the same is erected, situate and being on the west side of Fifth street from the river Delaware, below Chestnut street, in the city of Philadelphia, containing in front on Fifth street seventy feet, and extending in depth westward between lines parallel with said Chestnut street fifty feet; together with all and singular the appurtenances and privileges thereunto belonging, (being the same premises now partly occupied by the said United States of America.) In consideration whereof, the said party of the second part doth covenant, promise, and agree to and with the said party of the first part, that they, the said party of the second part, shall and will, well and truly, pay to the said party of the first part the just and full sum of seventy-eight thousand dollars, lawful money of the United States, at and simultaneous with the execution and delivery of the papers, deed or deeds of conveyance,

said, in consideration of the sum of fifty thousand dollars, to be paid as hereinafter mentioned and agreed, doth hereby covenant with the said Captain A. H. Bowman, engineer in charge, &c., aforesaid, that the said Grand Lodge of Maryland shall, by a deed in writing, to be duly executed, subject to the approval of the Attorney General of the United States, convey to the United States of America the following described property, viz: A lot of ground situated on southeast corner of St. Paul street and Court-House lane, in the city of Baltimore, Maryland, the same being fifty feet on St. Paul street, one hundred and twenty-four feet on Court-House lane, together with the buildings and other improvements thereon, and appurtenances thereunto belonging.

And the said Captain A. H. Bowman, engineer in charge, &c., aforesaid, in behalf of the said United States, doth hereby agree, in consideration of the covenants, promises, and agreements hereinbefore contained, on the part of the Grand Lodge of Maryland, aforesaid, to do and perform all the acts hereinbefore mentioned, on the part of the said Grand Lodge, to pay or cause to be paid to the said Grand Lodge of Maryland the above mentioned sum of fifty thousand dollars, on the due execution of the deed aforesaid, conditioned as aforesaid, and the approval by Congress of this agreement by the necessary appropriation to carry the same into effect.

In testimony whereof, the said S. Carriss, J. S. Berry, and H. R. Reynolds, acting for and in behalf of the Grand Lodge of Maryland, and Captain A. H. Bowman, engineer in charge, &c., acting for and in behalf of the United States, by direction of the President, as aforesaid, have hereunto subscribed their names and affixed their seals on the day and year first above written.

SAMSON CARRISS. [L. S.]
JOHN S. BERRY. [L. S.]
H. R. REYNOLDS. [L. S.]
A. H. BOWMAN, [L. S.]
Engineer in charge, Treasury Department.

Signed, sealed, and delivered in the presence of—
NELSON M. SLADE,
JAMES STINER,
SAMUEL F. HAUSTON.

This agreement, made this twenty-second day of March, in the year of our Lord one thousand eight hundred and fifty-six, between Andrew McLaughlin, of the city of Baltimore, in the State of Maryland, and Captain A. H. Bowman, engineer in charge of Treasury buildings, by direction of the President, acting in behalf of the United States, witnesseth:

That the said Andrew McLaughlin, in consideration of the sum of thirty thousand dollars, to be paid as hereinafter mentioned and agreed, doth hereby covenant with the said Captain A. H. Bowman, engineer in charge, &c., aforesaid, that he will, by a deed in writing, to be duly executed, subject to the approval of the Attorney General

The President of the United States, acting under the requirements of this law, adopted the project described in the report and estimate of Captain Meigs, as the aqueduct from the Great Falls of the Potomac river, with a conduit of nine feet diameter, as recommended in page 34 of that report.

Application was made by the United States to the State of Maryland for the consent of that State, as required by the law, and Maryland passed an act granting its consent, ceding jurisdiction over the lands to be acquired for the aqueduct, and authorizing the appraisement and condemnation of lands, in case the owners would not agree to sell them upon reasonable terms.

At the next session Congress granted no appropriation, but on the 4th of March, 1855, an appropriation of two hundred and fifty thousand dollars was made in the general appropriation bill. With these appropriations, amounting to three hundred and fifty thousand dollars, much progress has been made in the work. The operations are set forth in detail in the annual reports to the Engineer department, and have been communicated to Congress, with the annual reports of the Secretary of War, and are printed in the documents.

Lands have been purchased, or taken upon appraisement and condemnation, from the Great Falls to the line which separates Maryland from the District of Columbia. The line has been cleared, grubbed, and in many places considerable progress has been made with the graduation, tunnels, and conduit. Most of the culverts upon that portion of the work lying within the State of Maryland have been begun. Many of them are finished.

The progress made, and the condition of the work upon the 30th September last, is set forth in the annual report, which will be found at page 266, part 2d, of the documents accompanying the President's message, &c.

Dimensions of the conduit, capacity, &c.

The conduit is a circular cylinder of brick, 9 feet in diameter in the clear. It is composed generally of three four-inch rings, of brick, set in mortar of hydraulic cement and sand.

Its descent is 9½ inches per mile, which is a greater inclination than that of the Cochituate aqueduct, supplying Boston with water, and less than that of the Croton, which supplies New York.

In construction it more nearly follows the Cochituate, which was built in 1846 to 1848, than the Croton, which was finished in 1842.

As Mr. Jarvis, the constructing engineer of the Croton, was six years afterwards the consulting engineer of the Cochituate, it is fair to infer that experience and better knowledge led him to adopt this simpler construction in preference to the more costly one employed in the Croton, the first aqueduct built in this country.

The process of construction of the conduit is as follows: The earth or rock is first excavated, with such side-slopes as will stand and allow room for the work; the bottom of the trench thus excavated being, as in building sewers in cities, carefully trimmed to the semi-circular form of the reversed arch of the lower half of the conduit.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 82.

WASHINGTON AQUEDUCT.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

Papers containing information respecting the Washington Aqueduct.

APRIL 11, 1856.—Ordered to be printed.

WAR DEPARTMENT,
Washington, April 10, 1856.

SIR: I have the honor to transmit herewith a report of the Chief Engineer, and accompanying papers, which contain, with a single exception, the information required by a resolution of the House of Representatives of the 7th instant, respecting the plan, cost, and management of the Washington aqueduct, so far as the same can now be furnished.

Concurring in the opinion of the superintending engineer, that the publication of detailed estimates of the amount of work, and the probable cost of executing it, might lead contractors to depend upon the engineer's estimate in making their bids, and give rise to claims to be released from contracts, or to receive increased compensation, and in various ways involve dispute and embarrassment in the execution of the work, I have deemed it advisable, on this occasion, to transmit only the statements of more general information, (in which, however, will be found as much of detail as is necessary to the proper understanding of the plan, cost, and completion of the work,) and to await the further expression of the will of the House of Representatives as to whether this detailed estimate shall be furnished or not.

Very respectfully, your obedient servant,

JEFF'N DAVIS,
Secretary of War.

Hon. N. P. BANKS, Jr.,
Speaker of the House of Representatives.

The two reservoirs are two miles apart, and are connected by the aqueduct, which is continued from one to the other.

The mains which lead the water from the distributing reservoir to the city are double; one of them is to be thirty, the other twelve inches in diameter. They lead by the most direct route to the Capitol. These great mains are double, so that in case of any accident, one may be in use, furnishing a diminished supply while the other is being repaired or cleansed.

The size adopted is considered sufficient for the supply for some years. Ultimately it will be necessary to increase the mains, and the twelve-inch main can then be taken up, and relaid somewhere else, its place being supplied by one of thirty-six inches.

The double mains lead to the Capitol, where the thirty-inch main stops. The twelve-inch is continued to the navy yard.

Twelve-inch mains connecting with these lead to the Observatory, General Post Office, Patent Office, Judiciary square, and arsenal.

A twenty-inch main leads across the canal to the Smithsonian Institute, in the mall, where it stops, being continued as a twelve-inch main to the arsenal.

These are all the pipes included in the estimate, which will be found at page 53 of Doc. 48, and also attached to this report.

They are all that the project, as adopted by the President, under the law, includes.

They are all that properly should be laid by the United States.

For the distribution through the city, smaller pipes, connecting with these, will be laid by the city itself, which it is supposed will be authorized by Congress to make the necessary connections, and use the water for distribution through the various streets for supplying private houses, hotels, steam-engines, &c.

A water rent, to be charged by the city for every house into which the water is introduced, will defray the expense of this distribution.

In this the city will bear its part of the expense of the water-works—not very great at first, but ultimately, as the buildings extend, and larger pipes are laid, it will amount to a considerable sum. New York has now some three hundred miles of pipes laid, costing several millions of dollars. It will be long before this city will require such an expenditure. The large mains leading to the public buildings and public squares will give a supply sufficient for noble fountains, and at the same time will admit of being tapped for the supply of the distributing-pipes leading to the streets off their lines.

Supply.

The nine-feet conduit, with a slope of 0.792 foot per mile, will convey 67,596,400 gallons in twenty-four hours.

As the water in the reservoir rises, the discharge will be diminished: and as it falls below the grade, owing to a greater demand upon it, the supply will be increased.

This quantity of water is greater than the city will need for many years; but an aqueduct once built is built for all time; and Philadelphia is the only one of our great cities which has planned its water-

made the necessary surveys, projects, and estimates, for determining the best means of affording to the cities of Washington and Georgetown an unfailing and abundant supply of good and wholesome water.

Under this order of Congress the surveys were made in the winter of 1852–3, and the report of the engineer, dated 12th February, 1853, was, on 22d February, ordered to be printed by the Senate. It will be found in Senate Ex. Docs., No. 48, 32d Congress, 2d session. In this report the former survey of Rock creek, by Col. G. W. Hughes, is noticed, and a second survey of the same stream, with a project for introducing the whole of the available supply to be derived from it, is detailed.

As this showed that Rock creek did not afford a sufficient supply for all purposes, though the readiest and perhaps the least costly, and also in order to comply with the law, which required the best means of affording the supply to be sought, the surveys were extended to include the Little Falls, and afterwards the Great Falls of the Potomac.

Projects were as carefully studied as the limited time at the disposal of the engineer would allow, and careful estimates, with elaborate details of the necessary constructions, were prepared, showing the best mode of procuring a supply of water from each of the only three available sources.

These were:

First. The stream called Rock creek, which could be introduced by a dam and conduit by its natural flow.

Second. The Potomac at the Little Falls, six miles above Georgetown, which would require a dam and canal, or race, with pumping machinery to raise the water to reservoirs at a sufficient height to supply the city.

Third. The Great Falls of the Potomac, fourteen miles above Washington, where the level of the river is such as to allow of the water being taken by a dam and conduit, by its natural flow, to reservoirs near Georgetown, whence, with a lead of 145 feet above tide, it can be conveyed by iron pipes to all the public buildings.

For full description and comparison of these three plans, reference is made to the report above cited. (Senate Ex. Docs., No. 48, thirty-second Congress, second session.) This report was printed by order of the Senate, and it was also printed in the daily papers, and copies of it laid upon the desk of every member of Congress.

Other plans had been proposed for the consideration of Congress by various individuals, and were urged with zeal upon the attention of members; but Congress, after a full discussion, and with the report of the engineer before them, agreed to a provision in the general appropriation bill, approved 3d March, 1853, appropriating—

For bringing water into Washington, upon such plan as the President of the United States may approve, one hundred thousand dollars: Provided, that if the water shall be taken from any place within the limits of Maryland, the consent of that State shall first be obtained. This provision was adopted after a very full discussion in the Senate; and being agreed to in the House, became a law.

The general result of these changes has been to give us a better line, more secure, shorter, and without any increase of cost.

The original estimate for the 7-feet conduit was	$1,921,244 00
Additional cost of 9-feet conduit.....	350,000 00
	2,271,244 00
Or, in round numbers.....	$2,300,000 00

Of the works embraced in the above estimate, some are common to the plans for the 7 and 9-feet conduit, viz: Three bridges, three reservoirs, pipe into Georgetown and Washington—amounting in the aggregate to $858,300.

The appropriations for the work heretofore being too small to admit of commencing these works, no complete revision of the plans for them has been made, and the original estimate is retained.

This leaves for the works about the Great Falls—feeder and gate-house, the tunnels, graduation, culverts, waste-weirs, overfalls, and the conduit of brick on the main line—

For the seven-feet conduit (for details of which see pages 47, 48, and 49 of printed report).....	$1,062,944 00
With enlargement to nine feet (see page 34).....	350,000 00
	1,412,944 00

The location, plans, and estimates of these works have been revised with great care. The best ground and the best plans have, it is believed, been secured.

A tabular statement, (A,) showing in one view the original estimated cost of these, with the seven-feet conduit, with the enlargement to the nine-feet conduit, and the revised estimate upon the revised location and plans for the larger work, is attached to this report. The results of this table may be summed up thus, (certain parts of the aqueduct unchanged amount to $858,300:)

The works embraced in the table, estimated, for aqueduct—

	For construction.	For contingencies.	Total.
Of *seven*-feet conduit	$885,786 00	$177,157 00	$1,062,943 00
Of nine-feet conduit, original	1,235,786 00	177,157 00	1,412,943 00
And the same portion upon revised plans	1,129,401 00	177,157 00	1,306,558 00
Which shows a saving by the detailed revised estimate of.....	.....	.....	106,385 00

Estimates in detail, (B,) showing the quantities, prices, and cost of the dam at the Great Falls, the feeder, &c., culverts, waste-weirs, tunnels, graduation, and the brick conduit accompany this report.*

* Retained by Secretary of War until Congress gives a further expression of its wishes as to its publication.

The lower half of the conduit is then built, the brick being well bedded in hydraulic cement against the earth or rock foundation thus prepared.

The lower half or reversed arch of the conduit being complete, centres are placed, and the upper arch is turned upon them. Before the removal of the centres, the earth or back filling is replaced, being carefully packed with heavy rammers, so as to be perfectly consolidated and brought to bear with an equal pressure against the sides and top of the arch. This earth covering is raised to a height of three and four-tenths feet above the entrados of the arch; and its weight being double that of water, will always be sufficient to prevent the giving way of the arch upwards under the pressure of the water, which will never equal in height the height of the embankment.

Reservoirs.

The receiving reservoir—see page 27 of Doc. 48—is situated upon the Little Falls branch. It is formed by damming up that stream.

The area of the surface of the reservoir is $50\frac{6\,5}{1\,0\,0}$ acres. The level of the comb of the dam is 145 feet above tide, and the contents of the reservoir above the level of 140 feet will be 82,521,500 gallons.

This reservoir being deep with steep shores, serves not only as a reservoir for storage of water to be used during any interruption in the flow of water through the conduit, in consequence of accidents and for the purpose of shutting out the waters of the river when swollen and muddy, from floods; but it serves, also, for several other important purposes.

It equalizes the flow from the conduit, as, during the night, when little water will be used, the conduit will supply all that has been drawn off during the day.

The water enters this reservoir by a tunnel, at the distance of half a mile from the point at which it leaves it; and during its passage through this deep pool, time is afforded for it to deposite most of its impurities.

It also materially shortens the conduit; it saves the expense of an arched aqueduct bridge over the stream, and it collects and introduces into the aqueduct the water of the Little Falls branch, which is pure and clear, and affords a notable increase to the supply.

The distributing reservoir is situated upon the heights beyond Georgetown, and is formed by an embankment of earth surrounding a favorable site.

The area of the water-surface is $36\frac{3}{4}$ acres; its level when full is 145 feet above tide; the contents above 140 feet are 59,783,000 gallons. Its total contents are 167,530,000 gallons.

The two reservoirs will afford, supposing the conduit to be interrupted by floods or accidents, or during the periodical examinations necessary for repairs, 142,304,500 gallons without reducing the head below 140 feet; and in case of emergency, supposing the surface to be lowered to 131 feet above tide, they will yield two hundred and fifty millions of gallons, besides what will be supplied during the time by the Little Falls branch.

and materials were sold. The engineer force was partly disbanded, and had to be reorganized upon the passage of the last appropriation.

New managers had to be procured and to be instructed in their business, and the appropriation, when granted, was only one quarter of the amount estimated for, and which could have been advantageously applied.

The same force of engineers and clerks we were obliged to keep up, to supervise the execution of the work and prepare the materials and records for such statements as these resolutions require, could have attended to a double expenditure.

Probably a greater loss, however, falls upon the contractors than upon the United States by these suspensions, as they are kept in ignorance of what will be required of them during the season, and cannot increase their forces to take advantage of the healthy season of the spring.

The situation of the work is now such that another suspension must be attended with greater loss than the former one.

Large preparations in machinery, boats, tools, stock, opening and stripping quarries, &c., have been made.

The contractors for the brick are waiting for orders; they do not know whether they should make 100,000 or 15,000,000 of bricks for the season's use.

The most economical and speedy mode of completing the work would be to make available at once the whole two millions needed to complete it.

Contracts for the whole could then be made with confidence. The bricks could be manufactured, the pipes cast and delivered; and there would be no more of these harassing and costly doubts and delays.

There are two years' work to complete the whole work. But by devoting a large force to operations on the part of the work between the receiving reservoir and the city, and by building first a temporary wooden dam at the receiving reservoir, I am of opinion that a small water supply could be introduced from the Little Falls branch by next summer.

The only thing that could prevent this would be the meeting with great difficulties in getting clear titles to some of the land necessary for the work.

I am, very respectfully, your obedient servant,

M. C. MEIGS,

Captain of Engineers, in charge of Washington Aqueduct.

works on such a scale as to supply its needs twenty years after their construction.

In Boston a six-inch jet, under a head of about 120 feet, discharges four millions of gallons in ten hours. Half a dozen such jets in our public squares would, under the head we have of 145 feet, discharge probably 30 millions of gallons of water.

In these fountains, and in washing out the gutters and sewers, and in watering the streets, will be for some years the principal consumption of water in the hot months. The consumption by the inhabitants of the two cities in July, if amply supplied, would amount to about five and a quarter millions of gallons daily.

In forty years they will probably need 22½ millions of gallons. Upon this point I respectfully refer to the original report so often cited, where at page 11 the matter is fully discussed.

Estimates.

The original estimate for the aqueduct, a copy of which is attached to this report, and which will also be found in Executive Document 48, was made for a 7-feet conduit, which would cost $1,921,244, and deliver 36,015,400 gallons of water daily. It was found, after this estimate was prepared, that an addition of two feet to the diameter of the conduit, without altering the reservoirs, would increase the supply to 67,596,400 gallons, nearly doubling it, at an increase of expense of $350,000, or about one-sixth.

The supply from the river being practically inexhaustible, this larger conduit was recommended, (see Document 48, pages 25 and 34,) and it was adopted by the President, and is partly executed.

The original estimate was made upon a hasty location, which it was then stated would probably be improved by further study and revision.

The estimate was made up upon the first location, the quantities were carefully measured and calculated, and the conviction was expressed, that while the work could be built as located, any changes made in it would result in increased simplicity and security of construction without increase of cost.

This revision has led to important though not extensive changes in the first location and design. The dam at the Great Falls has been placed somewhat lower down the river than at first proposed. The length of conduit between the river and canal, much exposed to floods, the pipe-chamber involving much heavy masonry, and the pipe-crossing of the canal, have been abandoned.

The aqueduct now passes under the canal above Crommelin's without interfering with it. The only part of the work now exposed to the action of the river is the dam itself and the abutment walls. The gate-house is placed at some distance from the river, the aqueduct leading to it being a deep rock cut, arched over with brick, and passing under the canal.

Other changes of less importance have been made. Two or three short tunnels have been substituted for more expensive side-hill cutting in rock. The first tunnel has been increased in length.

ESTIMATE—Continued.

5. Culverts, bridges, and waste-weirs.				
76 culverts, requiring 16,624 cubic yards of earth excavation		$4,990		
9,376 cubic yards of rock excavation		18,752		
2,587,645 bricks laid		36,227		
6,851½ perches of mortared masonry		34,257		
4,712 feet of stepped coping		2,356		
Centring		8,739		
3 bridges—			$105,321	
Excavation of foundations, 1,549 cubic yards of earth	$310			
Excavation of foundations, 900 cubic yards of rock	1,350			
		1,660		
9,910 perches mortared rubble masonry	55,763			
650 ...do... cut ...do...	14,964			
612 lineal feet mortared cut coping	1,124			
		71,951		
1,863 perches dry rubble masonry		6,520		
810,299 bricks		11,344		
Asphaltum covering over arches, 1,198 square yards		1,198		
Embankment at ends and over conduits, 3,842 cubic yards		1,168		
Centring		4,830		
			98,671	
Waste-weirs, 5, at $3,000			15,000	
				$218,911
6. Reservoirs.				
1st. Receiving and settling reservoir, Little Falls branch—				
Grubbing and clearing	$1,000			
Deepening, 12,500 cubic yards	1,250			
		2,250		
Dam—excavations of foundations, 27,531 cubic yards	6,883			
Puddling and gravel, 3,600 cubic yards	1,440			
Embankment not obtained from excavation, 25,655 cubic yards	6,414			
		14,737		
Timber laid, (in foundations,) 8,000 feet	1,600			
Concrete, 326 cubic yards	1,180			
		2,780		
Rubble masonry, 13,250 perches	57,906			
Cut masonry, 1,980 ...do...	29,700			
Coping, 3,366 feet	3,366			
		90,972		
Stone and fascines, 560 perches	1,120			
Paving at lip of dam, 200 perches	400			
Dry walls, 1,200 perches	3,000			
		4,520		
Gate-house and fixtures to connect with conduit		4,000		
			119,259	
2d. Distributing reservoir above and near Georgetown—				
Excavating trench for conduit along the reservoir bank, 11,994 cubic yards	$2,399			
Replacing earth and covering conduit along the reservoir bank, 11,994 cubic yards	970			
Paved drain, in lieu of culvert, say	631			
		4,000		

The works first referred to, originally estimated at $858,300, omitted in the revised estimate, have been to a great extent revised and improved, both in location and plans; but these, and the estimates upon them, are not complete. Enough is known, however, to justify me in saying that better works than those first contemplated and hastily planned, will, in the aggregate, be made within the estimate.

In all the estimates such work as admitted of it was measured and calculated, and a certain per-centage upon certain portions of it, amounting in the aggregate to $271,770, has been provided to cover contingencies, engineer service, and clerks, and for the purchase of right of way and lands for reservoirs. No change in this amount has been thought advisable—it was taken at 20 per cent. upon the estimate of all except the pipes.

The amount required for engineer service will depend upon the amount of appropriations for the work, and the time occupied in its construction. Two parties are necessary to apply judiciously the smallest appropriation, and these, to be efficient, must have a certain number of persons. A very small increase of persons and expense will enable them to attend to work costing $1,000,000 as easily as $100,000. Five per cent. upon the work done is not an unusual estimate, but the present organization upon the aqueduct, now costing $8,944 per annum, will, it is believed, with an addition of a few persons, not to exceed in the whole $10,000 or $12,000 per annum, be found fully able to render all the service required in expending $1,000,000—a cost of from 1 to $1\frac{2}{10}$ per cent. Before any permanent construction could be made, it was necessary to make extensive surveys for revising the location, (made very hastily for original estimates,) the benefits of which are seen in the great improvement of the line; in making surveys for lands, very difficult and expensive, where the old surveys and the titles conflict as they do here, and studying and perfecting plans, &c. These expenses, which are general, are properly chargeable to the whole work. Applied to the work now done, they would appear to be a large expense. The expense of superintendence will be affected by the irregularity of appropriations, but not to the same extent.

In starting so large a work as the Washington aqueduct, and especially in such a country as it passes through, a very large expenditure must be made in preparation for work. The extent of this, as well as all expenditure up to the 31st December, 1855, is shown in the statement at the end of this report, (C.)

Copies of all contracts entered into are herewith submitted, and a statement of the time at which each contract is to be completed.

The result of a careful revision of the estimates applying to the quantities calculated from measurements upon the new location, the prices derived from experience in carrying on the work to its present condition where not already contracted for, and to those parts of the work under contract the contract prices, leads to the belief that the original estimate would be sufficient to complete the work if the appropriations were granted regularly as asked for.

The failure of one appropriation has caused some expense. Stock

and materials were sold. The engineer force was partly disbanded, and had to be reorganized upon the passage of the last appropriation.

New managers had to be procured and to be instructed in their business, and the appropriation, when granted, was only one quarter of the amount estimated for, and which could have been advantageously applied.

The same force of engineers and clerks we were obliged to keep up, to supervise the execution of the work and prepare the materials and records for such statements as these resolutions require, could have attended to a double expenditure.

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Large preparations in machinery, boats, tools, stock, opening and stripping quarries, &c., have been made.

The contractors for the brick are waiting for orders; they do not know whether they should make 100,000 or 15,000,000 of bricks for the season's use.

The most economical and speedy mode of completing the work would be to make available at once the whole two millions needed to complete it.

Contracts for the whole could then be made with confidence. The bricks could be manufactured, the pipes cast and delivered; and there would be no more of these harassing and costly doubts and delays.

There are two years' work to complete the whole work. But by devoting a large force to operations on the part of the work between the receiving reservoir and the city, and by building first a temporary wooden dam at the receiving reservoir, I am of opinion that a small water supply could be introduced from the Little Falls branch by next summer.

The only thing that could prevent this would be the meeting with great difficulties in getting clear titles to some of the land necessary for the work.

I am, very respectfully, your obedient servant,

M. C. MEIGS,

Captain of Engineers, in charge of Washington Aqueduct.

Original estimate of the "cost of affording the cities of Washington and Georgetown an unfailing and abundant supply of good and wholesome water" by an aqueduct from the Great Falls of the Potomac river.

[Extracted from Senate Ex. Doc. No. 48, 32d Congress 2d session.]

1. *Dam at the Great Falls, and work connecting it with the Maryland shore, viz:*			
Dam proper, (1,541 feet long,) 20,090 cubic yards of rock		$40,180	
4,623 cubic yards of gravelling		1,849	
Two abutments, with protection at the head of conduit, including stop-planks		4,500	
Extension of rock protection to the canal, and protection of the canal bank		3,514	
			$50,043
2. *Connexion between the dam and the pipe-chamber at the Great Falls, viz:*			
Excavation of the trench for the conduit—			
7,500 cubic yards of earth	$2,250		
13,723 do rock	34,308		
		36,558	
Brick conduit, 2,985 feet lineal, 9 inches thick	13,432		
946 do 1½ brick thick	6,338		
		19,770	
Refilling trench, 21,223 cubic yards of earth and rock	4,245		
Embankment not obtained from excavation, 3,809 cubic yards of earth and rock	2,285		
		6,530	
			62,858
3. *Pipe-chamber, protection to and crossing the Chesapeake and Ohio canal, with pipes and gate-house, viz:*			
Protection to the canal between locks Nos. 18 and 19, 4,000 perches mortared masonry		16,000	
Wall around pipe-chamber, 4,418 perches mortared masonry		17,672	
Coping the wall around pipe-chamber, 1,000 feet		2,000	
Preparation for crossing canal with pipe, pipe-chamber, and pipe-house		9,000	
Five pipes, 210 feet each; 1,050 feet of 36-inch pipe		13,125	
			57,797
4. *The conduit bed, from the crossing of the canal to the distributing reservoir near Georgetown, viz:*			
Clearing and grubbing	2,323		
Mucking and benching	4,936		
		7,259	
Excavation of earth, 198,298 cubic yards	41,456		
Do rock 69,605 do	125,051		
Embankment and covering the conduit, 320,300 cubic yards	66,467		
		232,974	
Five tunnels, 1,103½ feet; in the aggregate, 3,883 cubic yards of excavation		54,362	
Roads and drains	9,000		
Walling and paving	5,860		
		14,860	
			309,455

A.—*Table showing the original estimates for the dam, feeder, gate-house, culverts, waste-weirs, overfalls, tunnels, and graduation, upon the plans for an aqueduct of 7 and 9 feet conduit respectively; also the revised estimate upon the plan for an aqueduct with 9 feet conduit.*

THE GREAT FALLS DIVISION.

No.	Sections.	Grubbing and clearing.	Earth excavation.	Rock excavation.	Embankment & side-filling.	Tunnels.	Roads, ditches, &c.	Dry wall measuring, &c.	Culverts.	Overfalls.	Conduit.	Original estimate.	Present estimate.	Total work done.	Total work to be done.
	The present plan and location of the dam, feeder, tunnels, and large part of Section No. 1 at the Great Falls, vary so much from those of the original, that no just comparison can be made of details in tabular form. I therefore give them with the whole of Section No. 1 in a general way, viz:														
	From the Virginia abutment of the dam to and including the crossing of the Chesapeake and Ohio canal, with gate-house and feeder, masonry, and protection to the Chesapeake and Ohio canal	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	$170,698	$104,188	$18,298	$85,890
	Tunnels Nos. 1 and 2, overfall, and all other work on Section No. 1	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	79,108	130,288	65,087	65,201
	Total to lower end of Section No. 1	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	249,806	234,476	83,385	151,091
2	7 feet conduit	$150	$2,108	$26,406	$3,947	.....	$100	$450	$9,188	.....	$18,200	60,549	.....	.....	.....
	9 feet conduit	376	2,009	9,587	2,540	$15,953	.....	.....	*6,000 / 1,439	.....	39,806	93,870	77,711	.....	.....
	Work done	133	941	1,491	75	2,200	.....	.....	1,326	.....	.....	.....	.....	6,166	.....
	Work to be done	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	71,545
3	7 feet conduit	200	1,080	20,012	3,758	8,680	1,700	.....	7,139	.....	19,872	62,441	.....	.....	.....
	9 feet conduit	433	3,092	9,987	4,981	13,084	.....	.....	8,568	.....	37,572	96,803	77,717	.....	.....
	Work done	212	772	.....	.....	4,682	.....	.....	2,200	.....	.....	.....	.....	7,866	.....
	Work to be done	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	69,851
4	7 feet conduit	160	1,382	11,778	3,599	.....	600	300	6,422	.....	18,900	42,371	.....	.....	.....
	9 feet conduit	406	3,148	1,672	4,800	.....	.....	.....	5,457	.....	38,965	65,688	53,748	.....	.....
	Work done	261	1,193	198	662	.....	.....	.....	2,548	.....	.....	.....	.....	5,993	.....
	Work to be done	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	48,455

ESTIMATE—Continued.

Excavating trench for conduit at lower end of reservoir, 6,251 cubic yards	$938		
Covering trench, 2,283 cubic yards	228		
		$1,166	
Mucking, 24,000 cubic yards	8,228		
Puddle ditches, 18,184 cubic yards	1,818		
		10,046	
Excavation applicable to embankment, 73,067 cubic yards	17,059		
Embankment not obtained from excavation, 141,852 cubic yards	47,284		
		64,343	
Protection to banks—			
Broken stone, 8,030 cubic yards	12,045		
Stone paving, 5,351 square yards	4,013		
Brick paving, 802,920 bricks	11,246		
Concrete under brick pavement, 1,670 cubic yards	5,845		
		33,149	
Influent and effluent gate-houses	3,000		
Pipe-vault at eastern end, 140 feet long	1,500		
Pipes, two, of 36 inches each, and two stop-cocks	6,280		
Pipe-drain at west end, 330 feet long, 12 inches diameter, with masonry walls	1,650		
One stop-cock	70		
Communication-pipe in division bank, and one-stop-cock	2,900		
		15,400	
Small reservoir on the heights of Georgetown, with pump-house and machinery		18,928	
			$147,032
7. *Conduit of brick.*			$266,291
1st. 1,103 feet in the 5 tunnels, 2 feet thick			15,442
2d. 59,971 feet outside of the tunnels, 9 inches thick			269,870
			285,312
8. *Pipe into Georgetown, along Bridge to High street.*			
8,800 feet of 30-inch main		79,200	
8,800 feet of 12-inch main		19,360	
4,300 feet of 10-inch main, to Georgetown reservoir		8,600	
			107,160
Stop-cocks: 2 of 30 inches		800	
2 of 12 inches		140	
			940
			108,100
Land damages, engineer services, and contingencies, 20 per cent. on estimate			271,770
Total cost of aqueduct to the intersection of High and Bridge streets, in Georgetown, whence lines of pipes to supply Georgetown and the public buildings in Washington are common to all plans proposed			1,630,618

Estimate of the cost of mains and stop-cocks from the intersection of High and Bridge streets, in Georgetown, to the Capitol, Navy-yard, and other public buildings, applicable to any plan which may be adopted.

30-inch pipe from the intersection of High and Bridge streets, along Bridge street to a point in line with the middle of Pennsylvania avenue; then, crossing Rock creek, to and along Pennsylvania avenue, 15th street, and Pennsylvania avenue, to the middle of 1st street east, 18,313 feet	$164,717	
18,313 feet of 12-inch main laid between the above points.		
23,232 feet of 12-inch main laid as follows:		
From the middle of Pennsylvania avenue along 24th street to the Observatory.		
From the middle of Pennsylvania avenue up 8th street by the General Post Office to the centre of the Patent Office square		
From the middle of Pennsylvania avenue up 4½ street west to the centre of Judiciary square.	91,399	
From B street south along 4½ street west to the arsenal, at Greenleaf's Point.		
From the middle of 1st street east and Pennsylvania avenue, along Pennsylvania avenue to the middle of 8th street east, thence down 8th street east by the marine barracks to the navy-yard, at the water's edge.		
4,336 feet of 20-inch main laid as follows:		
From the middle of Pennsylvania avenue down 4½ street west to the middle of B street south, thence along B street south to the middle of 10th street west.	21,680	
From the middle of 10th street west to the Smithsonian Institution.		
		$277,796
Stop-cocks: 2 of 30 inches	800	
14 of 12 inches	980	
5 of 20 inches	1,050	
		2,830
Crossing Rock creek with mains		10,000
Total cost of mains through the cities to the principal public buildings		290,626

General summary of the estimate for an aqueduct from the Great Falls of the Potomac.

1. Dam at the Great Falls, and work connecting it with the Maryland shore	$50,043 00
2. Connexion between the dam and the pipe-chamber at the Great Falls	62,858 00
3. Pipe-chamber, protection to and crossing the Chesapeake and Ohio canal, with pipes and gate-house	57,797 00
4. The conduit bed, (from the crossing of the canal to the distributing reservoir near Georgetown,) excavation, embankment, tunnels, &c.	309,445 00
5. Culverts, bridges, and waste-weirs	218,992 00
6. Reservoirs, with pump-house and machinery, in Georgetown	266,291 00
7. Conduit of brick	285,312 00
8. Pipe into Georgetown, along Bridge to High street, with main from pump-house to high-service reservoir in Georgetown	108,100 00
Land damages, engineer services, and contingencies, 20 per cent. on the estimate	271,770 00
Total cost of reservoirs and aqueduct to points whence lines of pipes to supply Georgetown and the public buildings of Washington are common to all plans proposed	1,630,618 00
Add cost of mains and stop-cocks from the intersection of High and Bridge streets, in Georgetown, to the Capitol, navy-yard, and other public buidings in Washington	290,626 00
Total cost	1,921,244 00
Add for difference in cost of 7-foot and 9-foot conduit, (see page 34 Senate Ex. Doc. 48, 32d Congress, 2d session)	350,000 00
	2,271,244 00
Assumed as	2,300,000 00

A.—*Table showing the original estimates for the dam, feeder, gate-house, culverts, waste-weirs, overfalls, tunnels, and graduation, upon the plans for an aqueduct of 7 and 9 feet conduit respectively; also the revised estimate upon the plan for an aqueduct with 9 feet conduit.*

THE GREAT FALLS DIVISION.

No.	Sections.	Grubbing and clearing.	Earth excavation.	Rock excavation.	Embankment & side-filling.	Tunnels.	Roads, ditches, &c.	Dry wall measuring, &c.	Culverts.	Overfalls.	Conduit.	Original estimate.	Present estimate.	Total work done.	Total work to be done.
	The present plan and location of the dam, feeder, tunnels, and large part of Section No. 1 at the Great Falls, vary so much from those of the original, that no just comparison can be made of details in tabular form. I therefore give them with the whole of Section No. 1 in a general way, viz:														
	From the Virginia abutment of the dam to and including the crossing of the Chesapeake and Ohio canal, with gate-house and feeder, masonry, and protection to the Chesapeake and Ohio canal											$170,698	$104,188	$18,298	$85,890
	Tunnels Nos. 1 and 2, overfall, and all other work on Section No. 1											79,108	130,288	65,087	65,201
	Total to lower end of Section No. 1											249,806	234,476	83,385	151,091
2	7 feet conduit	$150	$2,108	$26,406	$3,947		$100	$450	$9,188		$18,200	60,549			
	9 feet conduit	376	2,009	9,587	2,540	$15,953			*6,000		39,806	93,870	77,711		
	Work done	133	941	1,491	75	2,200			1,439						
	Work to be done								1,326					6,166	
3	7 feet conduit	200	1,080	20,012	3,758	8,680	1,700		7,139		19,872	62,441			71,545
	9 feet conduit	433	3,092	9,987	4,981	13,084			8,568		37,572	96,803	77,717		
	Work done	212	772			4,682			2,200					7,866	
	Work to be done														69,851
4	7 feet conduit	160	1,382	11,778	3,529		600	300	6,422		18,200	42,371			
	9 feet conduit	406	3,148	1,672	4,800				5,457		38,265	65,688	53,748		
	Work done	381	1,193	198	662				2,848					5,283	
	Work to be done														[illegible]

5	7 feet conduit	75	9,339	713	9,300	.....	1,000	400	6,948	.....	18,900	31,905	.....	.....	.....
	9 feet conduit	481	5,136	1,751	4,921	.....	.....	.....	6,183	.....	43,554	49,463	61,386	.....	.....
	Work done	133	615	30	415	.....	.....	.....	3,946	.....	.....	.....	.....	5,140	.....
	Work to be done	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	56,186
6	7 feet conduit	116	3,005	3,957	5,849	.....	1,300	400	13,509	.....	18,900	46,336	.....	.....	.....
	9 feet conduit	513	4,398	4,500	7,168	.....	.....	.....	18,745	.....	41,480	71,836	76,805	.....	.....
	Work done	263	558	.....	197	.....	.....	.....	14,939	.....	.....	.....	.....	15,958	.....
	Work to be done	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	60,847
7	7 feet conduit	432	4,010	10,553	4,780	.....	900	600	5,560	.....	18,900	45,035	.....	.....	.....
	9 feet conduit	387	2,676	10,500	3,700	22,457	.....	.....	3,440	.....	28,949	69,818	71,489	.....	.....
	Work done	64	980	.....	.....	.....	.....	.....	3,083	.....	.....	.....	.....	3,436	.....
	Work to be done	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	67,864
8	7 feet conduit	35	3,388	3,850	3,960	.....	100	900	7,537	.....	18,900	36,580	.....	.....	.....
	9 feet conduit	476	4,915	1,350	6,019	.....	.....	.....	4,330	.....	42,361	56,711	59,453	.....	.....
	Work done	494	494	.....	150	.....	.....	.....	2,625	.....	.....	.....	.....	3,694	.....
	Work to be done	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	55,756
9	7 feet conduit	16	1,398	1,915	1,077	.....	400	.....	.....	.....	7,945	11,981	.....	.....	.....
	9 feet conduit	134	1,657	761	.....	.....	.....	.....	.....	.....	18,184	18,574	21,726	.....	.....
	Work to be done	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	21,736
												587,004	.....	.....	.....
	For the conduit of 7 feet											772,569	734,381	130,917	603,464
	For the conduit of 9 feet														

* Waste weirs.

Table showing the distribution of the expenditures on the Washington Aqueduct, &c.—Continued.

Heads of distribution.	1. Total payments, as per abstracts.	2. Deductions for articles, &c., sold and not expended in the work.	A. Difference or true expenditure.	3 and 4. Materials, furniture, subsistence, labor, &c., furnished or sold to contractors and others, deducted from bills, estimates, &c., going in part payment of them.* Add to head for which it went in payment.	3 and 4. Deduct from first heading.	B. Column A, as modified by columns Nos. 3 and 4.	5. Pay-rolls, estimates, &c., of certain services rendered, work done, and materials furnished prior to Dec. 31, 1855, but not then paid.	6. Reserved per centage retained on certain contracts after deducting excess of expenditure over estimates of certain abandoned work, with the non-payment rolls.	7. Total: showing the true expenditure, and retained per centage upon the aqueduct up to December 31, 1855, as by the vouchers, and certain bills ready for payment.
4.—Materials for permanent construction:									
17. Brick	$19,262 50	.....	$19,262 50	$786 43½	.....	$20,048 93½	.....	$1,216 90 —232 72	$21,033 11½
18. Cement	7,996 12	$999 32	7,652 20	.....	.....	7,652 20	$1,671 36	.....	9,323 56
19. Sand	4,331 32	.....	4,331 32	97 85½	.....	4,429 17½	.....	.....	4,429 17½
20. Stone	1,461 79	42 90	1,418 89	.....	$98 14½	1,390 74½	121 41	.....	1,512 15½
21. Cast-iron pipes and other material for permanent construction	391 27	.....	391 27	.....	.....	391 27	.....	.....	391 27
5.—Construction by contract:									
22. Construction by contract	37,669 89	.....	37,669 89	7,659 76½	.....	45,329 65½	4,508 23	1,590 01 —1,999 48	49,428 41½
							15,293 90 —2,641 31	3,081 35 —2,232 20	
	287,221 28	1,912 08	285,309 20	33,572 77½	33,572 77½	285,309 20	12,652 59	849 15	298,810 94

* *Note explaining columns Nos. 3 and 4.*—There is included in this statement deductions from estimates for work and supplies done and furnished prior to December 31, 1855, but not then paid.

The Great Falls division—For the 7 feet conduit	587,004			
For the 9 feet conduit	772,560	734,381	130,917	603,464
Total (without the 20 per cent.)—For the 7 feet conduit	885,780			
For the 9 feet conduit	1,235,780	1,129,401	155,569	973,832
Add to each the allowance of 20 per cent. on the first estimate due to this portion of the work—viz: 20 per cent. on $885,786	177,157	177,157		
And we have the total estimated cost of—The 7 feet conduit	1,062,943			
The 9 feet conduit	1,412,943	1,306,558		

Total cost of 9 feet conduit, as per original estimate	$1,412,943
Do.....do.....as per revised estimate	1,306,558
Revised estimate below original estimate	106,385

NOTE.—The cost of the conduit of 9 feet, as shown in column headed "original estimate," is made up by distributing the allowance of $350,000 for the enlargement among the works below section No. 1, and adding it to the estimate on each section for the 7 feet conduit.

While the above detailed estimate would indicate a saving upon that part of the work thus revised of about $100,000, I do not think it advisable to reduce the original estimate, which was in round numbers $2,300,000. There remain some works, noted above, the estimates and plans of which have not been revised yet; and the work is still subject to losses and costs arising from too slow an appropriation, or the probable interruption of the work for a year by the failure of an appropriation.

M. C. MEIGS, *Captain Engineers, in charge.*

The whole quantity needed will probably be about forty millions. Proposals should state the quantity which each bidder will undertake to furnish.

The bricks must be delivered at such points of the line as may from time to time be designated by the engineer. The times and quantities will depend upon the appropriations made by Congress.

There are large deposites of clay suitable for making bricks along the line, and the contractor will be required to furnish a sample of the clay and bricks before commencing the manufacture.

None but well-made hard-burnt bricks, entirely acceptable to the engineer, will be received; and they will be required to be made in moulds conforming in size to the municipal regulations of the city of Washington.

Every offer must be accompanied by a written guarantee, signed by one or more responsible persons, to the effect that he or they undertake that the bidder or bidders will, if his or their bid be accepted, enter into an obligation within ten days, with good and sufficient sureties, to furnish the bricks offered. Said guarantee to be accompanied by the certificate of the United States district judge, United States district attorney, navy agent, or some officer of the general government, or individual known to the Department of War, that the guarantors are able to make good their guarantee.

All bids to be sealed and endorsed "Proposals for brick for Washington aqueduct." The bids will be opened in the presence of such bidders as may choose to be present. As the certainty of supply is very important, the failure of a contractor involving probably the stoppage of the work for a whole season, the United States reserves to itself the right to reject any or all the bids, and to make such arrangements for the supply of bricks as may be most advantageous to the work. (See extract from Engineer Department Regulations below.)

M. C. MEIGS,
Captain of Engineers, in charge of Washington Aqueduct.

It is not to be understood by the above that any agent of the department is restricted to an acceptance of the *lowest* bid offered. The object of the advertisement being only to give public notice and invite competition, every agent will, after receiving proposals, exercise a sound discretion in fixing the terms and prices of the contract, being under no obligation to confine himself to the bids made in answer to the advertisement, or to the persons making them.

No contract made under this department for services or supplies can be transferred in any case; but the same must be executed by the original obligor, or by some person in his name, and responsible to him; and such obligor will be held to his legal responsibility, and all payments will be made to him.

To Capt. M. C MEIGS, *U. S. Engineers.*

We, the undersigned, residents of ———, in the State of ———, hereby jointly and severally convenant with the United States, and

Table showing the distribution of the expenditures on the Washington Aqueduct up to December 31, 1855, *and the whole expense of the work, &c., up to that time.*

Heads of distribution.	1.	2.	A.	3 and 4.		B.	5.	6.	7.
	Total payments, as per abstracts.	Deductions for articles, &c., sold and not expended in the work.	Difference or true expenditure.	Materials, furniture, subsistence, labor, &c., furnished or sold to contractors and others, deducted from bills, estimates, &c., going in part payment of them.*		Column A, as modified by columns Nos. 3 and 4.	Pay rolls, estimates, &c., of certain services rendered, work done, and materials furnished prior to Dec. 31, 1855, but not then paid.	Reserved per centage retained on certain contracts after deducting excess of expenditure over estimates of certain abandoned work, with the non-payment rolls.	Total: showing the true expenditure and retained per centage upon the aqueduct up to December 31, 1855, as by the vouchers, and certain bills ready for payment.
				Add to head for which it went in payment.	Deduct from first heading.				
1.—General expenses:									
1. Engineer service and instruments	$19,433 85	....	$19,433 85	$368 86	.....	$19,802 71	$1,126 97	.....	$20,929 68
2. Office and warehouse expenses, rents, stationery, printing, advertising, &c	7,375 48	.....	7,375 48	... .	.....	7,375 48	104 00	.....	7,479 48
3. Acquisition of lands; law expenses	18,456 20	.....	18,456 20	.....	.....	18,456 20	.....	.....	18,456 20
4. Miscellaneous expenses	767 48	.....	767 48	32 26	.....	799 74	55 22	.....	854 96
2.—Current exp's applied to and fully absorbed in work now done:									
5. Labor and its management	75,096 15	.....	75,096 15	24,619 71½	.....	99,715 86½	7,306 71	$274 44	107,297 01½
6. Subsistence account	35,457 81	$302 41	35,155 40	.....	$32,334 01½	2,821 38½	400 00 —2,641 31	.....	580 07½
7. Forage	2,246 23	10 00	2,236 23	.....	1 00	2,235 23	.....	.....	2,235 23
8. Powder and fuse	1,519 84	99 30	1,420 54	7 87½	.....	1,428 41½	.....	.....	1,428 41½
9. Fuel and light	1,909 61	69 69	1,839 92	.....	14 28	1,825 64	....	.....	1,825 64
3.—Preparation for and appliances to the whole work. [This is a general charge, which may be increased and admits of reduction. Its cost can be distributed among the works only after the whole is completed, sales are made, and the balance of cost ascertained.]									
10. Buildings, building materials, centering, &c	17,568 91	14 76	17,554 15	.....	318 42½	17,235 72½	.....	.....	17,235 72½
11. Furniture	5,266 28	.....	5,266 28	.....	505 48	4,760 80	.....	.....	4,760 80
12. Hardware, iron, tools, &c	6,423 19	1 50	6,421 69	.....	348 90½	6,072 78½	.....	.....	6,072 78½
13. Boats and scows	5,055 67	380 00	4,675 67	.....	19 00	4,656 67	.....	.....	4,656 67
14. Railroad cars, wagons, carts, &c., harness, saddlery	3,999 38	.....	3,999 38	.....	.....	3,999 38	.....	.....	3,999 38
15. Machinery and cordage	12,180 30	392 20	11,902 70	.....	3 52	11,899 18	.....	.....	11,899 18
16. Stock, (horses, mules, oxen, &c)	3,422 01	370 00	3,052 01	.....	.....	3,052 01	.....	.....	3,052 01

* *Note explaining columns Nos.* 3 *and* 4.—There are included in this statement deductions from estimates for work and supplies done and furnished prior to December 31, 1855, but not then paid.

cents for every thousand brick deposited on the line of the aqueduct in conformity to his directions which may be inspected and accepted by him as of suitable quality: Provided, that if at any time the party of the first part shall have deposited on the bank of the canal, ready for transportation to the line of the aqueduct, bricks which the party of the second part is not ready to use, a reasonable sum per thousand shall be paid for them, reserving enough of the stipulated price to cover fully the cost of transportation from the canal bank to the aqueduct, and upon such payment said bricks shall become the property of the United States, not to be removed by the party of the first part, for any other purpose than their transportation to the aqueduct line: Provided, however, that in case the party of the second part shall at any time be of opinion that this contract is not duly complied with by the party of the first part, or that it is not in due progress of execution, or that the said party of the first part is irregular or negligent, in such case he shall be authorized to declare this contract forfeited, and thereupon the same shall then become null, and the party of the first part shall have no appeal from the opinion and decision aforesaid; and they hereby release all right to except or question the same, in any place or under any circumstances whatever; but the party of the first part shall remain liable to the party of the second part for the damages occasioned to him by the said non-compliance, irregularity, or negligence: And provided also, that, in order to secure the faithful and punctual performance of the covenants above made by the party of the first part, and to indemnify and protect the party of the second part from loss in case of default and forfeiture of this contract, the said party of the second part shall be authorized to retain in his hands, until the completion of the contract, 10 per cent. on the amount of moneys at any time due to the said party of the first part until the moneys thus retained shall amount to fifteen thousand dollars, after which, the bricks subsequently delivered shall be paid for in full on delivery, leaving the aforesaid fifteen thousand in the possession of the party of the second part until the completion of the contract. And it is further stipulated and agreed, that no member of Congress shall be admitted to any share or part of this contract or agreement, or to any benefit to arise therefrom; and this contract shall be in all its parts subject to the terms and requisitions of an act of Congress passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled "An act concerning public contracts."

And this contract is also expressly understood to be subject to the terms and conditions of the joint resolution of Congress, approved April 14, 1852, containing a proviso in the following terms, to wit: "*Provided* nothing herein contained shall be so construed as to authorize any officer or agent of the United States to bind the United States by contract beyond the amount appropriated by Congress, or to sanction any such contract heretofore made."

Provided, also, that it is expressly understood and agreed that this contract, nor any part thereof, shall not be sub-let nor assigned; but that it shall be well and truly carried out and fulfilled in good faith

Statement of Contracts for Washington Aqueduct, accompanying this report.

1. *Degges & Smith*—For delivery of from 25 to 40 millions of hard brick, at $8 75 per thousand, delivered upon the line of the work.
   Executed January 23, 1854.
   To be completed—depends upon appropriations.
   Probable amount of contract $270,000.
2. *Felix Duffin*—For graduation.
   Executed 28th May, 1854.
   To be completed 30th June, 1856.
3. *Felix Duffin*—For graduation.
   Executed 28th May, 1854.
   To be completed 30th June, 1856.
4. *Felix Duffin*—Culverts.
   Same date of execution and completion.
   The estimated amount of the contracts with Felix Duffin was $34,974.
5. *N. H. Decker*—For culverts.
   Executed 19th May, 1855.
   To be completed 30th June, 1856.
6. *N. H. Decker*—For graduation.
   Executed same date, and to be completed at same time.
   The contracts of Mr. Decker were estimated to amount to $36,750.
7. *Patrick Crowley*—For tunnels.
   Executed 16th June, 1855.
   To be completed 31st December, 1856.
   Estimated amount $39,000.
8. *Hugh L. Gallaher*—For graduation.
   Executed 24th November, 1855.
   To be completed 30th September, 1856.
9. *Hugh L. Gallaher*—For graduation.
   Executed 24th November, 1855.
   To be completed 30th September, 1856.
   These two contracts of Mr. Gallaher's are identical with those of Felix Duffin, for graduation, except as to time of execution and completion. After his failure, Mr. Gallaher entered into contracts to do the work at the same rates.

M. C. MEIGS,
Captain of Engineers, in charge.

UNITED STATES CAPITOL EXTENSION AND
WASHINGTON AQUEDUCT OFFICE,
Washington, October 19, 1853.

Proposals will be received at this office until 6 p. m. of the 20th December next, for furnishing bricks for the construction of the Washington aqueduct.

annexed; then the foregoing obligation to be void and of none effect; otherwise to remain in full force and virtue in law.

C. ALEXANDER. [SEAL.]
A. H. MECHLIN. [SEAL.]

Signed, sealed, and delivered in presence of—
J. D. HOOVER,
G. W. PHILLIPS.

I certify that I am acquainted with Columbus Alexander and Alexander H. Mechlin, the sureties named in and who executed the within writing obligatory, and that they are severally freeholders and residents of the city of Washington, and in my opinion sufficient sureties for the purposes mentioned in the within bond.

J. D. HOOVER,
U. S. Marshal, D. C.

Washington Aqueduct.—Contract for graduation.

Agreement between Felix Duffin, of the State of Ohio, of the first part, and Captain M. C. Meigs, of the corps of United States engineers, of the second part, acting under the authority of, and for and in behalf of the United States of America, as engineer in charge of the Washington aqueduct, *witnesseth:*

1. That the party of the first part, for and in consideration of the matters hereinafter referred to and set out, covenants and agrees with the party of the second part, to clear, grub, muck, excavate, embank, ram or puddle, and do all other work required for the graduation of so much of sections Nos. 10, 11, 12, and 13, between stations Nos. 8 and 22, 28 and 106, 111 and 123, lying adjacent to the culverts Nos. 18 and 28, upon the profile of the Washington aqueduct, in the engineer's office, as may be necessary to raise the embankment around and over said culvert to the grade of the aqueduct, and to excavate so much of the trench as may be deemed necessary by the engineer to supply in whole, or in part, the materials of said embankment, and to do the same in conformity to the specifications hereto annexed, which are to be taken as a part of this contract; and according to the directions from time to time to be given by the engineer.

2. The principal assistant engineer, or an assistant engineer, by his direction, shall, as soon as practicable, after the end of each month, make out an estimate of the quantity and value of each species of work done pursuant to this contract, at the prices contained in the annexed proposal. He shall also include the value of any extra work done in consequence of any alteration of the plan of the culvert which may have been adopted by the said engineer in charge, or of the materials required for its construction, when such alterations shall have caused an increased expense to the contractor; and when any such alteration shall have caused a saving of expense to the contractor, the engineer shall make a reasonable deduction therefor from the estimate so made; and if the said engineer in charge of the aqueduct

guaranty, in case the foregoing bid of ——— be accepted, that he or they will, within ten days after the acceptance of the said bid, execute the contract for the same, with good and sufficient sureties to perform the work or furnish the articles proposed in conformity to the terms of the advertisement under which it was made. And in case the said ——— shall fail to enter into the contract as aforesaid, we guaranty to make good the difference between the offer of the said ——— and the next lowest bidder.

A. B.
C. D.

I hereby certify that, to the best of my knowledge and belief, the above-named guarantors are good and sufficient.

E. F.

Agreement between William H. Degges, of Washington, D. C., and Francis H. Smith, of Baltimore, of the first part, and Captain Montgomery C. Meigs, of the United States corps of engineers, of the second part, acting for and in behalf of the United States of America, in the construction of the Washington aqueduct, *witnesseth:*

That the party of the first part, in consideration of the matters hereinafter referred to and set out, covenants and agrees, to and with the party of the second part, to furnish and deliver, at the proper cost of the said party of the first part, a quantity of bricks to be used in the constrution of the Washington aqueduct.

The whole quantity to be used, furnished under this contract and agreement, is not to exceed forty millions, and not to be less than twenty-five millions. They are to be delivered from time to time, as directed by the party of the second part, at such times and places, and in such quantities, as the said party of the second part may direct, and to conform in every particular to the municipal laws of the city of Washington, and the conditions specified in the printed advertisements hereto annexed, and which is to be considered as part of this contract.

The party of the first part agrees to commence the construction of the necessary yards, sheds, and machines for the manufacture of the said bricks within twenty days after this contract receives the approval of the Secretary of War, and to grade and prepare, before the first of April in this present year, yards sufficient for the manufacture of at least sixty thousand bricks per day, provided that all the bricks to be delivered under this contract shall be subjected to a rigid inspection by the party of the second part or his agents appointed therefor, and that this inspection shall be final; and the party of the first part covenants and agrees to remove immediately, at their own cost and expense, all bricks deposited on the line of the work which may be rejected or condemned as of unsuitable quality by the party of the second part.

And the party of the second part covenants and agrees to pay to the party of the first part the sum of eight dollars and seventy-five

cents for every thousand brick deposited on the line of the aqueduct in conformity to his directions which may be inspected and accepted by him as of suitable quality: Provided, that if at any time the party of the first part shall have deposited on the bank of the canal, ready for transportation to the line of the aqueduct, bricks which the party of the second part is not ready to use, a reasonable sum per thousand shall be paid for them, reserving enough of the stipulated price to cover fully the cost of transportation from the canal bank to the aqueduct, and upon such payment said bricks shall become the property of the United States, not to be removed by the party of the first part, for any other purpose than their transportation to the aqueduct line: Provided, however, that in case the party of the second part shall at any time be of opinion that this contract is not duly complied with by the party of the first part, or that it is not in due progress of execution, or that the said party of the first part is irregular or negligent, in such case he shall be authorized to declare this contract forfeited, and thereupon the same shall then become null, and the party of the first part shall have no appeal from the opinion and decision aforesaid; and they hereby release all right to except or question the same, in any place or under any circumstances whatever; but the party of the first part shall remain liable to the party of the second part for the damages occasioned to him by the said non-compliance, irregularity, or negligence: And provided also, that, in order to secure the faithful and punctual performance of the covenants above made by the party of the first part, and to indemnify and protect the party of the second part from loss in case of default and forfeiture of this contract, the said party of the second part shall be authorized to retain in his hands, until the completion of the contract, 10 per cent. on the amount of moneys at any time due to the said party of the first part until the moneys thus retained shall amount to fifteen thousand dollars, after which, the bricks subsequently delivered shall be paid for in full on delivery, leaving the aforesaid fifteen thousand in the possession of the party of the second part until the completion of the contract. And it is further stipulated and agreed, that no member of Congress shall be admitted to any share or part of this contract or agreement, or to any benefit to arise therefrom; and this contract shall be in all its parts subject to the terms and requisitions of an act of Congress passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled "An act concerning public contracts."

And this contract is also expressly understood to be subject to the terms and conditions of the joint resolution of Congress, approved April 14, 1852, containing a proviso in the following terms, to wit: "*Provided* nothing herein contained shall be so construed as to authorize any officer or agent of the United States to bind the United States by contract beyond the amount appropriated by Congress, or to sanction any such contract heretofore made."

Provided, also, that it is expressly understood and agreed that this contract, nor any part thereof, shall not be sub-let nor assigned; but that it shall be well and truly carried out and fulfilled in good faith

by the above-recited party of the first part; and that all payments on account thereof shall be made to the aforesaid party of the first part, their heirs, executors, or administrators, or to such person or persons as they may lawfully authorize by power of attorney to receive the same.

And provided further, that this contract shall not be binding upon the United States until it shall have received the approval of the Secretary of War.

And for the true and faithful performance of all and singular the covenants, articles, and agreements hereinbefore particularly set forth, the subscribers hereunto bind themselves jointly and severally, their and each of their successors, heirs, executors, and administrators.

Thus covenanted, made, and agreed by the parties this 23d day of January, in the year one thousand eight hundred and fifty-four (1854,) as witness their hands and seals.

W. H. DEGGES. [L. S.]
F. H. SMITH. [L. S.]
M. C. MEIGS, [L. S.]
Captain of Engineers.

Signed, sealed, and delivered in presence of—
JAMES BRYAN,
W. J. FITZPATRICK,
Z. W. DENHAM.

Know all men by these presents, that we, Columbus Alexander and Alexander H. Mechlin, both of the city of Washington, District of Columbia, are held and firmly bound unto the United States of America, in the full and just sum of thirty thousand dollars, lawful money of the United States, to be paid to the said United States or to its proper agent or attorney duly authorized to receive the same, to which payment well and truly to be made and done, we bind ourselves and every of us, our and every of our heirs, executors, and administrators, in the whole and for the whole, jointly and severally, firmly by these presents. Sealed with our seals, and dated this twenty-seventh day of January, anno Domini one thousand eight hundred and fifty-four.

The condition of the above obligation is such, that W. H. Degges, of the city of Washington, and Francis H. Smith, of the city of Baltimore, their heirs, executors, and administrators, do and shall well and truly execute a contract which they, the said W. H Degges and Francis H. Smith, have entered into with Captain M. C. Meigs, of the United States corps of engineers, for and in behalf of the United States, by which they have contracted to furnish and deliver, at their own proper cost, a certain quantity of bricks, not to exceed 40,000,000, to be made of tempered clay, conforming in all respects to the municipal laws of the city of Washington, and to be of such quality as is specified in such contracts, for the sum of eight dollars and seventy-five cents per thousand; the said contract being hereto

gineer reserving the right to omit one of the brick rings at such points as he may think proper.

2. The centre of the conduit will be the level of the *grade* at any point.

3. All excavations in earth for the bed of the conduit will be fourteen feet wide at grade, unless otherwise directed, with slopes generally in earth cutting one foot base to two feet rise, and in rock of one foot base to four feet rise, but may be changed to such other slopes as in the opinion of the engineer may be found necessary or advisable.

4. The embankments for the bed of the conduit will be generally 44 feet wide at grade, and will have outer slopes of two feet base to one foot rise. The top of the bank over the conduit will be 12 feet wide, and will be 8 feet above grade; but these dimensions may be increased or diminished as the engineer may direct.

5. The excavations for the conduit trench shall be cut down, and the embankments for the conduit bed shall be raised up to grade, before the excavation shall be made through them for the lower semicircle, except where rock is found or supposed to be, when the contractor may be required to excavate the whole trench before any embankment shall be made.

CLEARING AND GRUBBING.—6. Before commencing any excavation or embankment, the ground shall be cleared of all timber, wood, or brushwood for at least 30 feet on each side of the centre line; and the whole base of the excavation and embankment, and as much on each side as may be required by the engineer, shall be well and thoroughly grubbed, and all wood, brush, and roots removed therefrom; and where it may be found necessary to obtain embankment from points outside of the trench, the surface shall also first be grubbed.

7. The contractor for the section work will be required to preserve such timber and posts as in the opinion of the engineer may be required upon other parts of the aqueduct, and the residue, or so much as he may require, may be used by the contractor.

MUCKING AND BENCHING.—8. The surface of the ground through which excavations are to be made, and upon which embankments will be built, after being grubbed as above described, shall be excavated to such depth as, in the opinion of the engineer, may be sufficient to remove all leaves, grass, soil, and mould; and this *mucking* so removed shall be placed at such convenient point outside of the embankment stakes, as may be directed by the engineer, that it may be used as an outer covering to the banks when finished; and where embankment shall be obtained outside of the excavation, for the trench, the mucking shall in like manner be first removed and disposed of as the engineer may direct.

9. Where benching may be found necessary, the contractor will be required to make it at such time and in such manner as the engineer may direct.

EXCAVATIONS.—10. This is meant to include the mucking and benching—the trench for the conduit, the pits for culverts, and, where required, drains to and from them; the foundations and pits for piers and abutments of bridges and over-falls, and the construction of drains along the aqueduct.

shall approve said estimate, it is mutually agreed between the contracting parties that it shall be binding, and shall be paid by said engineer.

3. Within ten days after the return of any monthly estimate to the engineer in charge, nine-tenths of the sum appearing to be due, for work performed since the preceding estimate, shall be paid to the contractor.

4. Within thirty days after the work shall have been completed, and accepted by the engineer, a final estimate therefor shall be made and approved in the manner provided for making and approving monthly estimates, and shall in like manner be paid by said engineer in charge, together with the retained per centage.

5. The work shall always be open to examination during its progress by the engineers or other persons they may depute for that purpose, and the contractor shall, at all times, and at his own expense, keep open a pathway alongside of the work, so that the above-mentioned persons may readily pass by the same, to the work above or below it.

6. At the expiration of every two weeks' work a report shall be made by the contractor to the assistant engineer having charge of this work, of the average force of men, carts, &c., employed upon it for the preceding two weeks, according to such forms as shall be supplied by the engineer.

7. It is mutually agreed between the parties to this contract, that the work aforesaid shall be commenced within twenty days after the notification of the approval of this contract, if the United States shall so soon acquire the right to the land necessary for the work, or as soon thereafter as the said right shall have been acquired; that it shall be steadily prosecuted without intermission, with such force as shall, in the opinion of the engineer, secure its final completion by the 30th day of June, in the year 1856; at which time it shall be fully completed and delivered up; and it is further agreed, that in the event that the said work shall not be commenced, prosecuted, and completed, or if the contractor on being required thereto by the written order of the engineer in charge, the principal assistant engineer, or his assistant engineer, shall fail or refuse to increase the force employed on the work to such extent as in the opinion of the engineer shall be necessary to insure its completion in the stipulated time, or in case the contractor shall disobey any of the written orders of either of said engineers, or shall violate any of the conditions of this agreement, then, on a certificate of the fact by the principal assistant engineer, made to the engineer in charge, the said engineer in charge may declare this contract forfeited, and thereupon the same shall then become null and void, and the United States shall thereupon be exonerated from every obligation thence arising; and the reserved per centage on the contract price, as well as all materials furnished and work performed, and upon which no estimate or payment may have been made, shall be forfeited to, and become the right and property of the United States, and the said engineer in charge may thereafter agree with any other person for the execution of the unfinished work, or may complete the same by days' work; and the said party of the

shall be well rammed throughout each course, or such part thereof as may be required before another course is laid on. The embankment required for covering the conduit both in cuts and fills shall also be carefully made where practicable, in layers as above described, and so much thereof as may be required by the engineer shall be rammed. If, in lieu of ramming, it shall be deemed necessary or advisable to *puddle* the whole or any portion of the bank, the earth to be so puddled shall be spread in layers generally not exceeding six inches in depth, and each course shall be made wet, and shall be well cut with the spade or shovel, into the ground or the course below, and shall be worked into a stiff and cohesive mass before another course shall be commenced. All materials required for forming embankments shall be taken from such places as the engineer shall direct.

19. No logs, trees, brush, stumps, roots, leaves, grass, or stones shall be left in or admitted into any part of the embankment, and no frozen earth or clods shall be admitted into any embankments below grade, or be allowed to lie near the conduit above grade.

20. The banks when finished shall be made smooth on the top and on the slopes. When the section work is otherwise completed, the soil and muck removed in preparing for the excavation and embankment, if so ordered by the engineer, shall be thrown up so as to form the outer cover of the embankment, and shall be trimmed to the proper slopes.

PUDDLING.—21. The puddling, when any is required by the engineer, shall be regulated by him, as to quality, thickness, and disposition. It will be measured and paid for as embankment, to which the price affixed in the following proposals will be additional; it being understood to cover only the expense of cutting and working the clay to a tough and firm consistency.

RAMMING.—22. When embankment is required to be rammed, it shall be spread in courses over the whole or such portions of the work as the engineer shall direct, and shall be packed evenly and uniformly to prevent unequal settlement. Like puddling, it will be measured and estimated as embankment, to which the price affixed in the following proposals will be additional, it being understood to cover the expense of pounding or packing the embankment into a compact mass.

DRY WALLING.—23. Where dry walling of any kind is required, the contractor may be required to build it upon such plan, of such materials, in such manner, and at such time, as the engineer shall direct; and the value thereof shall be adjudged by the engineer, but the right is reserved to the engineer to contract with other parties or to employ persons by the day to construct the whole or any part of the walling upon any section.

GENERAL REMARKS.—24. All "haul" of materials, whether counted as excavation or embankment, will be estimated as though they were taken from, hauled, and deposited upon the centre line of the aqueduct, unless they shall be taken, by direction of the engineer, from some point over one hundred feet from the said line, in which case they will be estimated by the most direct line from the borrow pit to the centre of the chain upon which they shall be required.

PUBLIC AND PRIVATE ROADS.—25. No public or private way shall be

Treasury of the United States for coin. No estimate after the first shall be paid, unless the engineer is satisfied that the hands employed upon the work have been paid for the work of the month preceding, as provided in the advertisement under which this contract is made, and a copy of which is hereto anexed.

16. And it is further stipulated and agreed that no member of Congress shall be admitted to any share or part in this contract or agreement, or to any benefits to arise therefrom; and this contract shall be in all its parts subject to the terms and conditions of an act of Congress passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled "An act concerning public contracts."

And this contract is also expressly understood to be subject to the terms and conditions of the joint resolution of Congress, approved April 14, 1852, containing a proviso in the following terms, to wit: "*Provided*, nothing herein contained shall be so construed as to authorize any officer of the United States to bind the United States by contract beyond the amount appropriated by Congress, or to sanction any such contract heretofore made:" *Provided, also*, that it is expressly understood and agreed, that this contract, nor any part thereof, shall not be sub-let nor assigned, but that it shall be well and truly carried out and fulfilled in good faith by the above recited party of the first part, and that all payments on account thereof shall be made to the aforesaid party of the first part, his heirs, executors, or administrators: *And provided further*, that this contract shall not be binding upon the United States, until it shall have received the approval of the Secretary of War.

17. And for the true and faithful performance of all and singular the covenants, articles and agreements hereinbefore particularly set forth, the subscribers hereunto bind themselves, jointly and severally, their and each of their successors, heirs, executors, and administrators.

18. Thus covenanted and agreed by the said parties this 28th day of May, in the year of our Lord one thousand eight hundred and fifty-five, (1855,) as witness their hands and seals.

FELIX DUFFIN. [L. S.]
M. C. MEIGS, [L. S.]
Corps of Engineers.

(Done in quadruplicate.)

Witnesses.—Z. W. DENHAM,
W. J. FITZPATRICK.

Specification for graduation on Section No. —, of the Washington aqueduct.

PLAN AND DIMENSIONS OF THE AQUEDUCT.

1. The conduit will be circular, nine feet in interior diameter, to be built, generally, of three separate four-inch rings of brick—the en-

EMBANKMENT.

5. Of materials obtained from the excavation and transported over 500 feet, *in addition to the price for excavation*, haul per cubic yard, per 100 feet	$0 1
6. Of materials not obtained from the excavation and hauled not over 500 feet, per cubic yard	25
7. Of materials not obtained from the excavation and hauled over 500 feet, in addition to No. 6, haul per cubic yard—per 100 feet	1
8. Puddling—of materials paid as excavation or embankment, per cubic yard	14
9. Ramming—of materials paid as excavation or embankment, per cubic yard	10

Signed by me this 28th day of April, 1855.

FELIX DUFFIN.

I, the undersigned, resident of Richmond, in the State of Virginia, hereby covenant with the United States, and guaranty, in case the foregoing bid of Felix Duffin be accepted, that he will, within ten days after the acceptance of the said bid, execute a contract for the same, with good and sufficient sureties to perform the work or furnish the articles proposed in conformity to the terms of the advertisement under which it was made. And in case the said Felix Duffin shall fail to enter into contract as aforesaid, I guaranty to make good the difference between the offer by the said Felix Duffin and the next lowest bidder.

T. M. HEWITT.

Captain M. C. MEIGS,
United States Engineers.

I hereby certify that, to the best of my knowledge and belief, the above-named guarantors are good and sufficient.

I would hereby certify that I have now on hand implements, tools, &c., including teams, for carrying on the work at any time I shall be so ordered to do by the engineers.

FELIX DUFFIN.

My address is Barboursville, Cabell C. H., Virginia.

Washington Aqueduct.—Contract for graduation.

Agreement between Felix Duffin, of the State of Ohio, of the first part, and Captain M. C. Meigs, of the corps of United States engineers, of the second part, acting under the authority of, and for and in behalf of the United States of America, as engineer in charge of the Washington aqueduct, *witnesseth:*

11. The contractor will in all cases be required to excavate to such dimensions and upon such portions of the work as the engineer may direct, that the masonry and brick work may be commenced and carried on, if necessary, at the same time with the graduation, and he will dispose of the whole or any part of the excavation as the engineer shall prescribe.

12. In side-hill rock work the excavation shall be done in such manner as not to shatter or disturb the rock on the outer edge of the cut, but it shall be left a firm support to the conduit. And if at any point the contractor should be allowed by the engineer to cut in horizontally at or above *grade*, the additional walling or embankment, rendered necessary in consequence, will be made at the cost of the contractor. The excavation below grade, in rock work, shall be as nearly semi-circular as it can be made in blasting; and in earth it shall be carefully excavated to dimensions to be prescribed by the engineer, that it may be afterwards trimmed to the size and shape required for the brick work. Where it may be deemed expedient to cut back drains, or to widen the excavation along the trench, to obtain earth for embankment, the earth so obtained may, at the option of the engineer, be measured and estimated as excavation or embankment, with the proper haul, but will not be estimated as both.

13. Detached stone, less than three cubic feet in size, will be included in the third class of excavation, (item No. 4, of the following proposal;) all others not exceeding twenty cubic feet will be included with soft rock, (item No. 3.)

14. Where excavation is deposited in spoil bank, it shall be in good shape for moving into the back filling over the conduit.

15. Stone and rock excavated from the section work, and not required in its construction, shall be deposited as may be directed by the engineer, and the cost of transportation over five hundred feet shall be estimated by the engineer.

16. The price for excavation will cover the transportation five hundred feet; and this means that the whole excavation or any part of it, upon one station or chain of one hundred feet, if required, will be hauled into embankment, rock filling, or spoil bank upon any part of the five nearest adjacent chains, on either side. The additional haul that may be required, over five hundred feet, will be proposed for at a stated price per cubic yard. The length of this additional haul will be measured from the centre of the chain between any two stations whence the material is taken, to the centre of the chain, which is five hundred feet from the place of deposite.

EMBANKMENT.—17. This term includes the formation of the bank in which the conduit is to rest where the ground is below grade, the covering of culverts and filling against bridges and over-falls when required by the engineer, the back filling over the conduit in cuts, as well as the covering in embankments, and the formation of roadways over and the levelling of low grounds (side filling) adjacent to the aqueduct, when required.

18. All embankments required for raising the bed of the conduit up to the level of grade shall be carted in and spread in layers not exceeding three inches in depth, and, when required by the engineer,

shall be well rammed throughout each course, or such part thereof as may be required before another course is laid on. The embankment required for covering the conduit both in cuts and fills shall also be carefully made where practicable, in layers as above described, and so much thereof as may be required by the engineer shall be rammed. If, in lieu of ramming, it shall be deemed necessary or advisable to *puddle* the whole or any portion of the bank, the earth to be so puddled shall be spread in layers generally not exceeding six inches in depth, and each course shall be made wet, and shall be well cut with the spade or shovel, into the ground or the course below, and shall be worked into a stiff and cohesive mass before another course shall be commenced. All materials required for forming embankments shall be taken from such places as the engineer shall direct.

19. No logs, trees, brush, stumps, roots, leaves, grass, or stones shall be left in or admitted into any part of the embankment, and no frozen earth or clods shall be admitted into any embankments below grade, or be allowed to lie near the conduit above grade.

20. The banks when finished shall be made smooth on the top and on the slopes. When the section work is otherwise completed, the soil and muck removed in preparing for the excavation and embankment, if so ordered by the engineer, shall be thrown up so as to form the outer cover of the embankment, and shall be trimmed to the proper slopes.

PUDDLING.—21. The puddling, when any is required by the engineer, shall be regulated by him, as to quality, thickness, and disposition. It will be measured and paid for as embankment, to which the price affixed in the following proposals will be additional; it being understood to cover only the expense of cutting and working the clay to a tough and firm consistency.

RAMMING.—22. When embankment is required to be rammed, it shall be spread in courses over the whole or such portions of the work as the engineer shall direct, and shall be packed evenly and uniformly to prevent unequal settlement. Like puddling, it will be measured and estimated as embankment, to which the price affixed in the following proposals will be additional, it being understood to cover the expense of pounding or packing the embankment into a compact mass.

DRY WALLING.—23. Where dry walling of any kind is required, the contractor may be required to build it upon such plan, of such materials, in such manner, and at such time, as the engineer shall direct; and the value thereof shall be adjudged by the engineer, but the right is reserved to the engineer to contract with other parties or to employ persons by the day to construct the whole or any part of the walling upon any section.

GENERAL REMARKS.—24. All "haul" of materials, whether counted as excavation or embankment, will be estimated as though they were taken from, hauled, and deposited upon the centre line of the aqueduct, unless they shall be taken, by direction of the engineer, from some point over one hundred feet from the said line, in which case they will be estimated by the most direct line from the borrow pit to the centre of the chain upon which they shall be required.

PUBLIC AND PRIVATE ROADS.—25. No public or private way shall be

disturbed or obstructed, except under the special direction of the engineer, and whatever extra work is done to prevent such obstruction, shall be according to the directions, and shall be paid for at the estimate of the engineer.

26. No ardent spirits shall be used or allowed on any part of the work, and no disorderly person or persons, objected to by the engineer, shall be retained in the employment of the contractor. Permitting men to board where ardent spirits are used or sold, though the premises should not be under the control of the contractor, will be considered a violation of this rule; any violation of it will be considered sufficient ground for the engineer to declare the contract void.

EXTRA WORK.—27. No allowance for extra work, beyond that specified, shall be made, except such as shall have been done by the special written order of the engineer. All claims for extra work must be presented to the engineer at the end of the month in which such extra work shall be done, to be settled in the estimate of work done within that month, or they will not be considered.

MONTHLY ESTIMATES.—28. Monthly estimates will be made between the first and tenth of each month approximate of the whole amount of work done within the month, and as soon thereafter as practicable a payment will be made of nine-tenths of such estimates. But should the contractor abandon the work, or the engineer declare the contract void, all the work not paid for, as well as the retained per-centage, will be forfeited to the United States.

29. No contract will be made with more than one person; and no contractor will be allowed to sub-let the whole or any portion of his work, but will be required to give his personal and constant attention to the work during its progress.

30. The subscriber offers to contract for graduation between stations No. 7 and No. 141×50, upon sections Nos. 10, 11, 12, and 13, of the Washington aqueduct, at the prices mentioned in the following table, and to complete the work according to the preceding specification, and upon the terms and conditions stipulated in the contract which he may hereafter subscribe; a copy of which has been exhibited to and read by him:

GRUBBING.

1.	Grubbing and clearing the trees, bushes, stumps, and roots from the space required for the excavation and embankments, per acre.....	$75 00

EXCAVATION.

2.	Of solid rock requiring blasting, per cubic yard.....	80
3.	Of soft rock and detached rock containing more than three and less than twenty cubic feet, per cubic yard....	40
4.	Of gravel, earth, and loose stone, or any materials other than that described in Nos. 2 and 3, per cubic yard.....	21

thereafter as the said right shall have been acquired, that it shall be steadily prosecuted without intermission, with such force as shall, in the opinion of the engineer, secure its final completion by the 30th day of June, in the year 1856, at which time it shall be fully completed and delivered up; and it is further agreed, that in the event that the said work shall not be commenced, prosecuted, and completed, or if the contractor on being required thereto by the written order of the engineer in charge, the principal assistant engineer, or his assistant engineer, shall fail or refuse to increase the force employed on the work to such extent as in the opinion of the engineer shall be necessary to insure its completion in the stipulated time, or in case the contractor shall disobey any of the written orders of either of said engineers, or shall violate any of the conditions of this agreement, then, on a certificate of the fact by the principal assistant engineer, made to the engineer in charge, the said engineer in charge may declare this contract forfeited, and thereupon the same shall then become null and void, and the United States shall thereupon be exonerated from every obligation thence arising; and the reserved per centage on the contract price, as well as all materials furnished and work performed, and upon which no estimate or payment may have been made, shall be forfeited to, and become the right and property of the United States, and the said engineer in charge may thereafter agree with any other person for the execution of the unfinished work, or may complete the same by days' work; and the said party of the first part shall have no appeal from the opinion and decision aforesaid, and he hereby releases all right to except to or question the same, in any place, or under any circumstances whatever; but the party of the first part shall still remain liable to the party of the second part, for the damages occasioned to him by the said failure, refusal, or disobedience; and it is further agreed between the parties, that in order to secure the punctual performance of the covenants above made, by the party of the first part, and to indemnify and protect the party of the second part from loss, in case of default and forfeiture of this contract, the said party of the second part shall be authorized to retain in his hands, until the completion of the contract, *ten per cent.* on the amount of moneys at any time due to the said party of the first part.

8. The contractor for this work shall not knowingly employ any man, either as overseer, laborer, or in any situation, who shall have been dismissed, by the order of the engineer, from any other part of the work, for bad workmanship, intemperance, or disorderly conduct. Nor shall he continue to employ any man who shall be declared by the engineer to be either disorderly, habitually intemperate, or a bad workman.

9. The contractor shall give his personal attention to the execution of the work hereby contracted for.

10. All buildings or fences on the line of the aqueduct shall be preserved, in such manner as the engineer may direct, by the contractor, who shall protect them from injury by his hands, and, as far as practicable, by any other persons.

11. The engineer shall have the power to prescribe the manner of preparing for, beginning and conducting every species of work to be

1. That the party of the first part, for and in consideration of the matters hereinafter referred to and set out, covenants and agrees with the party of the second part, to clear, grub, muck, excavate, embank, ram or puddle, and do all other work required for the graduation of so much of sections Nos. 6 and 7, between stations No. 270 and No. 314, lying adjacent to the culvert No. 14 to 17, upon the profile of the Washington aqueduct, in the engineer's office, as may be necessary to raise the embankment around and over said culvert to the grade of the aqueduct, and to excavate so much of the trench as may be deemed necessary by the engineer to supply in whole, or in part, the materials of said embankment, and to do the same in conformity to the specifications hereto annexed, which are to be taken as a part of this contract; and according to the directions from time to time to be given by the engineer.

2. The principal assistant engineer, or an assistant engineer, by his directions, shall, as soon as practicable, after the end of each month, make out an estimate of the quantity and value of each species of work done pursuant to this contract, at the prices contained in the annexed proposal. He shall also include the value of any extra work done in consequence of any alteration of the plan of the culvert which may have been adopted by the said engineer in charge, or of the materials required for its construction, when such alterations shall have caused an increased expense to the contractor; and when any such alteration shall have caused a saving of expense to the contractor, the engineer shall make a reasonable deduction therefor from the estimate so made; and if the said engineer in charge of the aqueduct shall approve said estimate, it is mutually agreed between the contracting parties that it shall be binding, and shall be paid by said engineer.

3. Within ten days after the return of any monthly estimate to the engineer in charge, nine-tenths of the sum appearing to be due, for work performed since the preceding estimate, shall be paid to the contractor.

4. Within thirty days after the work shall have been completed, and accepted by the engineer, a final estimate therefor shall be made and approved in the manner provided for making and approving monthly estimates, and shall in like manner be paid by said engineer in charge, together with the retained per-centage.

5. The work shall always be open to examination, during its progress, by the engineers or other persons they may depute for that purpose, and the contractor shall, at all times, at his own expense, keep open a pathway alongside of the work, so that the above-mentioned persons may readily pass by the same, to the work above or below it.

6. At the expiration of every two weeks' work, a report shall be made by the contractor to the assistant engineer having charge of this work, of the average force of men, carts, &c., employed upon it for the preceding two weeks, according to such forms as shall be supplied by the engineer.

7. It is mutually agreed between the parties to this contract, that the work aforesaid shall be commenced within twenty days after the notification of the approval of this contract, if the United States shall so soon acquire the right to the land necessary for the work, or as soon

thereafter as the said right shall have been acquired, that it shall be steadily prosecuted without intermission, with such force as shall, in the opinion of the engineer, secure its final completion by the 30th day of June, in the year 1856, at which time it shall be fully completed and delivered up; and it is further agreed, that in the event that the said work shall not be commenced, prosecuted, and completed, or if the contractor on being required thereto by the written order of the engineer in charge, the principal assistant engineer, or his assistant engineer, shall fail or refuse to increase the force employed on the work to such extent as in the opinion of the engineer shall be necessary to insure its completion in the stipulated time, or in case the contractor shall disobey any of the written orders of either of said engineers, or shall violate any of the conditions of this agreement, then, on a certificate of the fact by the principal assistant engineer, made to the engineer in charge, the said engineer in charge may declare this contract forfeited, and thereupon the same shall then become null and void, and the United States shall thereupon be exonerated from every obligation thence arising; and the reserved per centage on the contract price, as well as all materials furnished and work performed, and upon which no estimate or payment may have been made, shall be forfeited to, and become the right and property of the United States, and the said engineer in charge may thereafter agree with any other person for the execution of the unfinished work, or may complete the same by days' work; and the said party of the first part shall have no appeal from the opinion and decision aforesaid, and he hereby releases all right to except to or question the same, in any place, or under any circumstances whatever; but the party of the first part shall still remain liable to the party of the second part, for the damages occasioned to him by the said failure, refusal, or disobedience; and it is further agreed between the parties, that in order to secure the punctual performance of the covenants above made, by the party of the first part, and to indemnify and protect the party of the second part from loss, in case of default and forfeiture of this contract, the said party of the second part shall be authorized to retain in his hands, until the completion of the contract, *ten per cent.* on the amount of moneys at any time due to the said party of the first part.

8. The contractor for this work shall not knowingly employ any man, either as overseer, laborer, or in any situation, who shall have been dismissed, by the order of the engineer, from any other part of the work, for bad workmanship, intemperance, or disorderly conduct. Nor shall he continue to employ any man who shall be declared by the engineer to be either disorderly, habitually intemperate, or a bad workman.

9. The contractor shall give his personal attention to the execution of the work hereby contracted for.

10. All buildings or fences on the line of the aqueduct shall be preserved, in such manner as the engineer may direct, by the contractor, who shall protect them from injury by his hands, and, as far as practicable, by any other persons.

11. The engineer shall have the power to prescribe the manner of preparing for, beginning and conducting every species of work to be

done under this agreement with reference to its purpose and the du rability of the work, and his instructions shall be promptly obeyed; and if he shall disapprove of the quality of any work, it shall be the duty of the contractor to take down at his own expense and rebuild so much thereof as shall be disapproved of; and if the contractor shall neglect or refuse to take down and rebuild work so disapproved of, the engineer shall cause the same to be done at his cost.

12. It is understood and agreed that all orders given by an engineer, and which shall cause an increase or diminution in the quantity or value of the work to be performed, shall be given in writing, and that when any claim shall be made by the contractor for extra compensation for work performed under such orders, the orders shall be produced; and all claims for extra work must be made on or before the close of the month in which it is claimed to have been done, or it shall not be paid for at all.

13. It is further agreed that in case of the death, resignation, removal, or absence of any engineer, the United States, by its proper officers, may depute any other engineer to act in his place.

14. The United States reserves the right to suspend the work under this contract at any time; and when the work has been faithfully performed by the contractor, he will be paid in full for all work done up to the time of such suspension.

15. Payments will be made to the contractor in drafts upon the treasury of the United States for coin. No estimate after the first shall be paid, unless the engineer is satisfied that the hands employed upon the work have been paid for the work of the month preceding, as provided in the advertisement under which this contract is made, and a copy of which is hereto annexed.

16. And it is further stipulated and agreed that no member of Congress shall be admitted to any share or part in this contract or agreement, or to any benefits to arise therefrom; and this contract shall be in all its parts subject to the terms and conditions of an act of Congress, passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled "An act concerning public contracts."

And this contract is also expressly understood to be subject to the terms and conditions of the joint resolution of Congress, approved April 14, 1852, containing a proviso in the following terms, to wit: "*Provided*, nothing herein contained shall be so construed as to authorize any officer of the United States to bind the United States by contract beyond the amount appropriated by Congress, or to sanction any such contract heretofore made:" *Provided, also*, that it is expressly understood and agreed, that this contract, nor any part thereof, shall not be sub-let nor assigned; but that it shall be well and truly carried out and fulfilled in good faith by the above recited party, of the first part, and that all payments on account thereof shall be made to the aforesaid party of the first part, his heirs, executors, or administrators: *And provided further*, that this contract shall not be binding upon the United States, until it shall have received the approval of the Secretary of War.

17. And for the true and faithful performance of all and singular

the covenants, articles, and agreements hereinbefore particularly set forth, the subscribers hereunto bind themselves, jointly and severally, their and each of their successors, heirs, executors, and administrators.

18. Thus covenanted and agreed by the said parties this twenty-eighth day of May, in the year of our Lord one thousand eight hundred and fifty-five (1855,) as witness their hands and seals.

FELIX DUFFIN. [L. S.]
M. C. MEIGS, [L. S.]
Corps of Engineers.

(Done in quadruplicate.)

Witnesses.—Z. W. DENHAM,
W. J. FITZPATRICK.

Specification for graduation on Section No. — of the Washington Aqueduct.

PLAN AND DIMENSIONS OF THE AQUEDUCT.

1. The conduit will be circular, nine feet in interior diameter, to be built, generally, of three separate four-inch rings of brick—the engineer reserving the right to omit one of the brick rings at such points as he may think proper.

2. The centre of the conduit will be the level of the *grade* at any point.

3. All excavations in earth for the bed of the conduit will be fourteen feet wide at grade, unless otherwise directed, with slopes generally in earth cutting one foot base to two feet rise, and in rock of one foot base to four feet rise, but may be changed to such other slopes as in the opinion of the engineer may be found necessary or advisable.

4. The embankments for the bed of the conduit will be generally 44 feet wide at grade, and will have outer slopes of two feet base to one foot rise. The top of the bank over the conduit will be 12 feet wide, and will be 8 feet above grade; but these dimensions may be increased or diminished as the engineer may direct.

5. The excavations for the conduit trench shall be cut down and the embankments for the conduit bed shall be raised up to grade, before the excavation shall be made through them for the lower semicircle, except where rock is found or supposed to be, when the contractor may be required to excavate the whole trench before any embankment shall be made.

CLEARING AND GRUBBING.—6. Before commencing any excavation or embankment, the ground shall be cleared of all timber, wood, or brushwood for at least 30 feet on each side of the centre line; and the whole base of the excavation and embankment, and as much on each side as may be required by the engineer, shall be well and thoroughly grubbed, and all wood, brush, and roots removed therefrom; and

where it may be found necessary to obtain embankment from points outside of the trench, the surface shall also first be grubbed.

7. The contractor for the section work will be required to preserve such timber and posts as, in the opinion of the engineer, may be required upon other parts of the aqueduct, and the residue, or so much as he may require, may be used by the contractor.

MUCKING AND BENCHING.—8. The surface of the ground through which excavations are to be made, and upon which embankments will be built, after being grubbed as above described, shall be excavated to such depth as, in the opinion of the engineer, may be sufficient to remove all leaves, grass, soil, and mould; and this *mucking*, so removed, shall be placed at such convenient point outside of the embankment stakes as may be directed by the engineer, that it may be used as an outer covering to the banks when finished; and where embankment shall be obtained outside of the excavation, for the trench, the mucking shall in like manner be first removed, and disposed of as the engineer may direct.

9. Where benching may be found necessary, the contractor will be required to make it at such time and in such manner as the engineer may direct.

EXCAVATIONS.—10. This is meant to include the mucking and benching—the trench for the conduit, the pits for culverts, and, where required, drains to and from them; the foundations and pits for piers and abutments of bridges and over-falls, and the construction of drains along the aqueduct.

11. The contractor will in all cases be required to excavate to such dimensions and upon such portions of the work as the engineer may direct, that the masonry and brick-work may be commenced and carried on, if necessary, at the same time with the graduation, and he will dispose of the whole or any part of the excavation as the engineer shall prescribe.

12. In side-hill rock work, the excavation shall be done in such manner as not to shatter or disturb the rock on the outer edge of the cut, but it shall be left a firm support to the conduit; and, if at any point the contractor should be allowed by the engineer to cut in horizontally at or above *grade*, the additional walling or embankment, rendered necessary in consequence, will be made at the cost of the contractor. The excavation below grade, in rock-work, shall be as nearly semi-circular as it can be made in blasting; and in earth it shall be carefully excavated to dimensions to be prescribed by the engineer, that it may be afterwards trimmed to the size and shape required for the brick-work. Where it may be deemed expedient to cut back drains, or to widen the excavation along the trench, to obtain earth for embankment, the earth so obtained may, at the option of the engineer, be measured and estimated as excavation or embankment, with the proper haul, but will not be estimated as both.

13. Detached stone, less than three cubic feet in size, will be included in the third class of excavation, (item No. 4 of the following proposal;) all others, not exceeding twenty cubic feet, will be included with soft rock, (item No. 3.)

contractor will be allowed to sub-let the whole or any portion of his work, but will be required to give his personal and constant attention to the work during its progress.

30. The subscriber offers to contract for graduation between stations No. 200 and No. 320, upon sections Nos. 5, 6, and 7, of the Washington aqueduct, at the prices mentioned in the following table, and to complete the work according to the preceding specification, and upon the terms and conditions stipulated in the contract which he may hereafter subscribe, a copy of which has been exhibited to and read by him.

GRUBBING.

1. Grubbing *and clearing* the trees, bushes, stumps, and roots from the space required for the excavation and embankments, per acre	$75 00

EXCAVATION.

2. Of solid rock requiring blasting, per cubic yard	85
3. Of soft rock and detached rock containing more than three and less than twenty cubic feet, per cubic yard	35
4. Of gravel, earth, and loose stone, or any materials other than that described in Nos. 2 and 3, per cubic yard	20

EMBANKMENT.

5. Of materials obtained from the excavation and transported over 500 feet, *in addition to the price for excavation*, haul per cubic yard, per 100 feet	1
6. Of materials not obtained from the excavation and hauled not over 500 feet, per cubic yard	30
7. Of materials not obtained from the excavation and hauled over 500 feet, in addition to No. 6; haul per cubic yard—per 100 feet	1
8. Puddling, of materials, paid as excavation or embankment, per cubic yard	15
9. Ramming, of materials, paid as excavation or embankment, per cubic yard	11

Signed by me this 28th day of April, 1855.

FELIX DUFFIN.

I, the undersigned, resident of Richmond, in the State of Virginia, hereby covenant with the United States, and guaranty, in case the foregoing bid of Felix Duffin be accepted, that he will, within ten days after the acceptance of the said bid, execute a contract for the same, with good and sufficient sureties to perform the work or furnish the articles proposed in conformity to the terms of the advertisement under which it was made. And in case the said Felix Duffin shall fail to enter into contract as aforesaid, I guaranty to make good the

tion. It will be measured and paid for as embankment, to which the price affixed in the following proposals will be additional, it being understood to cover only the expense of cutting and working the clay to a tough and firm consistency.

RAMMING.—22. When embankment is required to be rammed, it shall be spread in courses over the whole or such portions of the work as the engineer shall direct, and shall be packed evenly and uniformly to prevent unequal settlement. Like puddling, it will be measured and estimated as embankment, to which the price affixed in the following proposals will be additional, it being understood to cover the expense of pounding or packing the embankment into a compact mass.

DRY-WALLING.—23. Where dry-walling of any kind is required, the contractor may be required to build it upon such plan, of such materials, in such manner, and at such time, as the engineer shall direct, and the value thereof shall be adjudged by the engineer; but the right is reserved to the engineer to contract with other parties, or to employ persons by the day to construct the whole or any part of the walling upon any section.

GENERAL REMARKS.—24. All "haul" of materials, whether counted as excavation or embankment, will be estimated as though they were taken from, hauled, and deposited upon the centre line of the aqueduct, unless they shall be taken, by direction of the engineer, from some point over one hundred feet from the said line, in which case they will be estimated by the most direct line from the borrow-pit to the centre of the chain upon which they shall be required.

PUBLIC AND PRIVATE ROADS.—25. No public or private way shall be disturbed or obstructed, except under the special direction of the engineer; and whatever extra work is done to prevent such obstruction, shall be according to the directions, and shall be paid for at the estimate of the engineer.

26. No ardent spirits shall be used or allowed on any part of the work; and no disorderly person or persons, objected to by the engineer, shall be retained in the employment of the contractor. Permitting men to board where ardent spirits are used or sold, though the premises should not be under the control of the contractor, will be considered a violation of this rule: any violation of it will be considered sufficient ground for the engineer to declare the contract void.

EXTRA WORK.—27. No allowance for extra work beyond that specified shall be made, except such as shall have been done by the special written order of the engineer. All claims for extra work must be presented to the engineer at the end of the month in which such extra work shall be done, to be settled in the estimate of work done within that month, or they will not be considered.

MONTHLY ESTIMATES.—28. Monthly estimates will be made between the first and tenth of each month approximate of the whole amount of work done within the month, and as soon thereafter as practicable a payment will be made of nine-tenths of such estimates. But should the contractor abandon the work, or the engineer declare the contract void, all the work not paid for, as well as the retained per-centage, will be forfeited to the United States.

29. No contract will be made with more than one person; and no

contractor will be allowed to sub-let the whole or any portion of his work, but will be required to give his personal and constant attention to the work during its progress.

30. The subscriber offers to contract for graduation between stations No. 200 and No. 320, upon sections Nos. 5, 6, and 7, of the Washington aqueduct, at the prices mentioned in the following table, and to complete the work according to the preceding specification, and upon the terms and conditions stipulated in the contract which he may hereafter subscribe, a copy of which has been exhibited to and read by him.

GRUBBING.

1. Grubbing *and clearing* the trees, bushes, stumps, and roots from the space required for the excavation and embankments, per acre	$75 00

EXCAVATION.

2. Of solid rock requiring blasting, per cubic yard	85
3. Of soft rock and detached rock containing more than three and less than twenty cubic feet, per cubic yard	35
4. Of gravel, earth, and loose stone, or any materials other than that described in Nos. 2 and 3, per cubic yard	20

EMBANKMENT.

5. Of materials obtained from the excavation and transported over 500 feet, *in addition to the price for excavation*, haul per cubic yard, per 100 feet	1
6. Of materials not obtained from the excavation and hauled not over 500 feet, per cubic yard	30
7. Of materials not obtained from the excavation and hauled over 500 feet, in addition to No. 6; haul per cubic yard—per 100 feet	1
8. Puddling, of materials, paid as excavation or embankment, per cubic yard	15
9. Ramming, of materials, paid as excavation or embankment, per cubic yard	11

Signed by me this 28th day of April, 1855.

FELIX DUFFIN.

I, the undersigned, resident of Richmond, in the State of Virginia, hereby covenant with the United States, and guaranty, in case the foregoing bid of Felix Duffin be accepted, that he will, within ten days after the acceptance of the said bid, execute a contract for the same, with good and sufficient sureties to perform the work or furnish the articles proposed in conformity to the terms of the advertisement under which it was made. And in case the said Felix Duffin shall fail to enter into contract as aforesaid, I guaranty to make good the

difference between the offer by the said Felix Duffin and the next lowest bidder.

T. M. HEWITT.

Captain M. C. MEIGS,
United States Engineers.

I would hereby certify that I have now on hand tools, teams, &c., and am prepared to go on with the work at any time I may be ordered to do so.

FELIX DUFFIN.

Specification for culverts Nos. 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, *of the Washington Aqueduct.*

GENERAL DESCRIPTION.—1. Culverts, generally semi-circular, will be built where the foundation is of suitable rock. In other places, circular or barrel culverts will be adopted. The arches of semi-circular culverts and the whole ring of barrel culverts will be built of hard-burnt brick, laid in cement mortar.

2. Where the semi-circular culvert is to be built in ground below the level of the centre of the conduit (which is the grade of the aqueduct) the top of the extrados of the arch will be generally at nine feet below grade; and in all cases the length of the arch for culverts will be such on the outfall side that the line of the two to one slopes of the embankment will pass through the end of the arch at the spring; and the length for barrel culverts will be such that the line of the slopes of the embankment on the outfall side will pass through the end wall at a point four feet below the level of the outer corners thereof. On the hill-side in steep ground the culverts may in places be shortened and be terminated in a well of brick or stone, or may be changed to any form the engineer may deem best.

3. Where the ground selected for the culvert is sufficiently high and firm, the culvert may, at the option of the engineer, be two and four-tenths feet higher; and where the ground is below grade, the culvert may in like manner be placed as much lower than nine feet, as may be deemed advisable by the engineer. In these cases the culvert will be shortened or lengthened at each end two feet for each foot of change in the levels.

4. Culverts will be terminated by end walls at right angles to the axis of the arch on the river side, and likewise upon the hill-side, except where the changes above referred to shall be deemed necessary. These end walls will be vertical on the face, and will be, generally, four feet thick, and will rise to such height over the centre of the conduit at the end, that a batter of two base to one rise from the ends or corners of the end walls to the apex will be at the nearest point two feet from the extrados of the arch. They will be finished by coping laid in steps.

5. The arches of culverts will be backed by masonry starting from the level of the spring of the arch; the outer part of the backing will

have a batter of six inches base to one foot rise for two-thirds the rise of the arch, and a batter of eighteen inches base to one foot rise for the remaining one-third of the rise of the arch.

6. The arches of semi-circular culverts will spring from the solid rock where it is found to be of suitable shape, or where, at a reasonable cost, it can be reduced to proper beds for this purpose. But when, in the opinion of the engineer, abutments in whole or in part shall be necessary, the contractor will be required to build them in such manner and of such dimensions as the engineer shall prescribe.

7. In road culverts, and in such as are founded upon rock of doubtful quality, a dry stone paving will be required. It will be of such depth and extent as, in the opinion of the engineer, may be necessary to protect the abutments and end walls, and the outlet and inlet of the culvert.

8. EXCAVATION OF PITS, &c.—The culvert pits shall be of such length, width, and depth, and with such slopes as shall, in the opinion of the engineer, be necessary, as well for the security of the work by puddling, or ramming after it shall have been finished, as for space sufficient for the work during the construction. The excavation of the inlets and of the outlets shall be of such length, width, depth, and slopes, as the engineer may consider necessary to prevent injury to the head of the culvert, and to allow of the culvert keeping itself clear. In road culverts, the cutting of the roadways to and from the culvert will be included in the excavation.

9. The United States reserves the right of causing the contractor for any of the neighboring embankments to do all or part of the excavation with a view to the material being used in that embankment or to forward the work.

10. The contractor may use in the construction of the culverts, without charge therefor, any stone excavated from the pit, if approved of by the engineer.

11. The surplus excavation shall be deposited at any place the engineer may direct, within the distance of two hundred feet from the pit. And if placed in the conduit embankment in the manner required by the specification for graduation, then an allowance shall be made by the engineer for the extra labor caused thereby. The engineer shall also estimate the value of the excess of transportation in case he shall require the excavation to be placed at a greater distance than one hundred feet from the pit.

12. The contractor, without special direction in writing, shall in no instance fill in back of the abutments and of other masonry, but he shall leave the whole of the culvert, when he shall have finished it, entirely exposed to inspection from the foundation up. In particular cases, however, the engineer may require of the contractor to fill in back of, and to the top of the abutments, with gravel or any other material that he may designate, for which an allowance shall be made at the estimate of the engineer.

13. The United States may at any time during the progress of the work, by contract with any person, or by day's work, fill in and puddle or ram around such portions of the masonry as may have been previously finished.

retained in the employment of the contractor. Permitting men to board where ardent spirits are used or sold, though the premises should not be under the control of the contractor, will be considered a violation of these rules. Any violation of them will be considered sufficient ground for the engineer to declare the contract void.

30. No contract will be entered into with more than one person, and no contractor will be allowed to sublet the whole or any part of his work.

31. The contractor will be required to give his personal and constant attention to the work during its progress.

Proposal.

I propose to furnish all the materials, not furnished by the United States, necessary to construct culverts Nos. 12, 13, 14, 15, 16, 17, 18, 19, &c., up to culvert No. 28, of sundry spans on section No. ——— of the Washington aqueduct, to excavate the pit, prepare the foundation, lay the masonry, and, if required, do such packing or puddling as may be necessary in conformity with the above specifications, for the following prices:

1.	Excavation of rock, quarried or blasted, per cubic yard.	$1 00
2.	Excavation of slate or rotten rock, per cubic yard.....	50
3.	Excavation of all other material, per cubic yard.....	25
4.	For furnishing rubble stone for masonry, per perch of twenty-five cubic feet.....	3 00
5.	For furnishing scabbled stone for masonry and coping, per perch of twenty-five cubic feet.....	4 25
6.	For laying masonry, including the transportation of cement and sand, per perch of twenty-five cubic feet..	2 12½
7.	For laying bricks, including transportation of cement and sand, per thousand.....	2 50
8.	For paving, including the stone, gravel, &c., per cubic yard.....	2 50
9.	For transporting stone furnished by the United States from the canal to the work, per perch of twenty-five cubic feet.....	75
10.	For puddling or packing earth around masonry, including transportation, per cubic yard.....	37

The above prices for excavation include the coffer-dams, and pumping or bailing of water necessary to excavate and prepare the foundation; and the prices for paving and laying masonry include all pumping, bailing, &c., during the construction of the masonry, puddling or packing, and paving.

FELIX DUFFIN.

To Captain M. C. Meigs, U. S. Engineers:—I, the undersigned, resident of Richmond, in the State of Virginia, hereby covenant with the United States, and guaranty, in case the foregoing bid of Felix Duffin be accepted, that he will, within ten days after the acceptance of the said bid, execute a contract for the same, with good and sufficient

sureties to perform the work or furnish the articles proposed in conformity to the terms of the advertisement under which it was made. And in case the said Felix Duffin shall fail to enter into contract as aforesaid, I guaranty to make good the difference between the offer by the said Felix Duffin and the next lowest bidder.

T. M. HEWITT.

I hereby certify that, to the best of my knowledge and belief, the above-named guarantors are good and sufficient.

I would hereby certify that I am ready at any time to commence the work when ordered to do so.

FELIX DUFFIN.

Washington Aqueduct.—Contract for culverts Nos. 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28.

Agreement between Felix Duffin, of the State of Ohio, of the first part, and Captain M. C. Meigs, of the corps of United States engineers, of the second part, acting under the authority of, and for and in behalf of the United States of America, as engineer in charge of the Washington aqueduct, *witnesseth*:—

1. That the party of the first part, for and in consideration of the matters hereinafter referred to and set out, covenants and agrees with the party of the second part, to do all the necessary excavation for the pits, the inlets, and the outlets which may be required by the engineer, for culverts Nos. 14 to 28, on sections Nos. 6 to 13, of the Washington aqueduct, and to furnish all the materials which may be necessary, and may not be furnished by the said United States, and to construct and build in a substantial and workmanlike manner the said culverts, and to do the same in conformity to the specifications hereto annexed, which are to be taken as a part of this contract, and according to the directions from time to time to be given by the engineer.

2. The principal assistant engineer, or an assistant engineer, by his directions, shall, as soon as practicable after the end of each month, make out an estimate of the quantity and value of each species of work done pursuant to this contract, at the prices contained in the annexed proposal. He shall also include the value of any extra work done in consequence of any alteration of the plan of the culverts which may have been adopted by the said engineer in charge, or of the materials required for its construction, when such alterations shall have caused an increased expense to the contractor; and when such alteration shall have caused a saving of expense to the contractor, the engineer shall make a reasonable deduction therefor from the estimate so made; and if the said engineer in charge of the aqueduct shall approve said estimate, it is mutually agreed between the contracting parties that it shall be binding, and shall be paid by said engineer.

retained in the employment of the contractor. Permitting men to board where ardent spirits are used or sold, though the premises should not be under the control of the contractor, will be considered a violation of these rules. Any violation of them will be considered sufficient ground for the engineer to declare the contract void.

30. No contract will be entered into with more than one person, and no contractor will be allowed to sublet the whole or any part of his work.

31. The contractor will be required to give his personal and constant attention to the work during its progress.

Proposal.

I propose to furnish all the materials, not furnished by the United States, necessary to construct culverts Nos. 12, 13, 14, 15, 16, 17, 18, 19, &c., up to culvert No. 28, of sundry spans on section No. ——— of the Washington aqueduct, to excavate the pit, prepare the foundation, lay the masonry, and, if required, do such packing or puddling as may be necessary in conformity with the above specifications, for the following prices:

1.	Excavation of rock, quarried or blasted, per cubic yard.	$1 00
2.	Excavation of slate or rotten rock, per cubic yard.....	50
3.	Excavation of all other material, per cubic yard.....	25
4.	For furnishing rubble stone for masonry, per perch of twenty-five cubic feet.....	3 00
5.	For furnishing scabbled stone for masonry and coping, per perch of twenty-five cubic feet.....	4 25
6.	For laying masonry, including the transportation of cement and sand, per perch of twenty-five cubic feet..	2 12½
7.	For laying bricks, including transportation of cement and sand, per thousand.....	2 50
8.	For paving, including the stone, gravel, &c., per cubic yard.....	2 50
9.	For transporting stone furnished by the United States from the canal to the work, per perch of twenty-five cubic feet.....	75
10.	For puddling or packing earth around masonry, including transportation, per cubic yard.....	37

The above prices for excavation include the coffer-dams, and pumping or bailing of water necessary to excavate and prepare the foundation; and the prices for paving and laying masonry include all pumping, bailing, &c., during the construction of the masonry, puddling or packing, and paving.

FELIX DUFFIN.

To Captain M. C. Meigs, U. S. Engineers:—I, the undersigned, resident of Richmond, in the State of Virginia, hereby covenant with the United States, and guaranty, in case the foregoing bid of Felix Duffin be accepted, that he will, within ten days after the acceptance of the said bid, execute a contract for the same, with good and sufficient

sureties to perform the work or furnish the articles proposed in conformity to the terms of the advertisement under which it was made. And in case the said Felix Duffin shall fail to enter into contract as aforesaid, I guaranty to make good the difference between the offer by the said Felix Duffin and the next lowest bidder.

T. M. HEWITT.

I hereby certify that, to the best of my knowledge and belief, the above-named guarantors are good and sufficient.

I would hereby certify that I am ready at any time to commence the work when ordered to do so.

FELIX DUFFIN.

Washington Aqueduct.—Contract for culverts Nos. 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28.

Agreement between Felix Duffin, of the State of Ohio, of the first part, and Captain M. C. Meigs, of the corps of United States engineers, of the second part, acting under the authority of, and for and in behalf of the United States of America, as engineer in charge of the Washington aqueduct, *witnesseth* :—

1. That the party of the first part, for and in consideration of the matters hereinafter referred to and set out, covenants and agrees with the party of the second part, to do all the necessary excavation for the pits, the inlets, and the outlets which may be required by the engineer, for culverts Nos. 14 to 28, on sections Nos. 6 to 13, of the Washington aqueduct, and to furnish all the materials which may be necessary, and may not be furnished by the said United States, and to construct and build in a substantial and workmanlike manner the said culverts, and to do the same in conformity to the specifications hereto annexed, which are to be taken as a part of this contract, and according to the directions from time to time to be given by the engineer.

2. The principal assistant engineer, or an assistant engineer, by his directions, shall, as soon as practicable after the end of each month, make out an estimate of the quantity and value of each species of work done pursuant to this contract, at the prices contained in the annexed proposal. He shall also include the value of any extra work done in consequence of any alteration of the plan of the culverts which may have been adopted by the said engineer in charge, or of the materials required for its construction, when such alterations shall have caused an increased expense to the contractor; and when such alteration shall have caused a saving of expense to the contractor, the engineer shall make a reasonable deduction therefor from the estimate so made; and if the said engineer in charge of the aqueduct shall approve said estimate, it is mutually agreed between the contracting parties that it shall be binding, and shall be paid by said engineer.

3. Within ten days after the return of any monthly estimate to the engineer in charge, nine-tenths of the sum appearing to be due, for work performed since the preceding estimate, shall be paid to the contractor.

4. Within thirty days after the culverts shall have been completed and accepted by the engineer, a final estimate therefor shall be made and approved in the manner provided for making and approving monthly estimates, and shall in like manner be paid by said engineer in charge, together with the retained per centage.

5. The work shall be open to inspection during its progress by the engineers or other persons they may depute for that purpose, and the contractor shall, at all times, at his own expense, keep open a pathway alongside of the culvert, so that the above-mentioned persons may readily pass by the same, to the work above or below it.

6. At the expiration of every two weeks' work a report shall be made by the contractor to the assistant engineer having charge of this culvert, of the average force of men, carts, &c., employed upon it for the preceding two weeks, according to such forms as shall be supplied by the engineer.

7. It is mutually agreed between the parties to this contract, that the work on the aforesaid culverts shall be commenced within twenty days after the notification of the approval of this contract, if the United States shall so soon acquire the right to the land necessary for the work, or as soon thereafter as the said right shall have been acquired; that it shall be steadily prosecuted without intermission, with such force as shall, in the opinion of the engineer, secure its final completion by the 30th day of June, in the year 1856; at which time it shall be fully completed and delivered up. And it is further agreed, that in the event that said work shall not be commenced, prosecuted, and completed, or if the contractor on being required thereto by the written order of the engineer in charge, the principal assistant engineer, or the assistant engineer, shall fail or refuse to increase the force employed on the culvert to such extent as in the opinion of the engineer shall be necessary to insure its completion by the stipulated time, or in case the contractor shall disobey any of the written orders of either of said engineers, or shall violate any of the conditions of this agreement, then on a certificate of the fact, by the principal assistant engineer, made to the engineer in charge, the said engineer in charge may declare this contract forfeited, and thereupon the same shall then become null and void, and the United States shall thereupon be exonerated from every obligation thence arising; and the reserved per centage on the contract price, as well as all materials furnished and work performed, and upon which no estimate or payment may have been made, shall be forfeited to, and become the right and property of the United States, and the said engineer in charge may thereafter agree with any other person for the execution of the unfinished work, or may complete the same by day's work; and the said party of the first part shall have no appeal from the opinion and decision aforesaid, and he hereby releases all right to except to or question the same, in any place, or under any circumstances whatever; but the party of the first part shall still remain liable to the party of the second part for

the damages occasioned to him by the said failure, refusal, or disobedience; and it is further agreed between the parties, that in order to secure the punctual performance of the covenants above made, by the party of the first part, and to indemnify and protect the party of the second part from loss, in case of default and forfeiture of this contract, the said party of the second part shall be authorized to retain in his hands, until the completion of the contract, *ten per cent* on the amount of moneys at any time due to the said party of the first part.

8. The contractor for this culvert shall not knowingly employ any man, either as overseer, laborer, or in any situation, who shall have been dismissed, by the order of the engineer, from any other part of the work for bad workmanship, intemperance, or disorderly conduct. Nor shall he continue to employ any man who shall be declared by the engineer to be either disorderly, habitually intemperate, or a bad workman.

9. The contractor shall give his personal attention to the execution of the work hereby contracted for.

10. All buildings or fences on the line of the aqueduct shall be preserved, in such manner as the engineer may direct, by the contractor —who shall protect them from injury by his hands, and, as far as practicable, by any other persons.

11. The engineer shall have the power to prescribe the manner of preparing for, beginning and conducting every species of work to be done under this agreement, with reference to its purpose and the durability of such work: and his instructions shall be promptly obeyed, and if he shall disapprove of the quality of any work, it shall be the duty of the contractor to take down at his own expense and rebuild so much thereof as shall be disapproved of; and if the contractor shall neglect, or refuse to take down and rebuild work so disapproved of, the engineer shall cause the same to be taken down and rebuilt at the contractor's cost.

12. It is understood and agreed that all orders given by an engineer, and which shall cause an increase or diminution in the quantity or value of the work to be performed, shall be given in writing, and that when any claim shall be made by the contractor for extra compensation for work performed under such orders, the orders shall be produced; and all claims for extra work must be made on or before the close of the month in which it is claimed to have been done, or it shall not be paid at all.

13. It is further agreed, that in case of the death, resignation, removal, or absence of any engineer, the United States, by its proper officers, may depute any other engineer to act in his place.

14. The United States reserves the right to suspend the work under this contract at any time, and when the work has been faithfully performed by the contractor, he will be paid in full for all work done up to the time of such suspension.

15. Payments will be made to the contractor in drafts upon the Treasury of the United States for coin. No estimate after the first shall be paid, unless the engineer is satisfied that the hands employed upon the work have been paid for the work of the month preceding,

as provided in the advertisement under which this contract is made, and a copy of which is hereto annexed.

16. And it is further stipulated and agreed, that no member of Congress shall be admitted to any share or part in this contract or agreement, or to any benefits to arise therefrom; and this contract shall be, in all its parts, subject to the terms and conditions of an act of Congress, passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled "An act concerning public contracts."

And this contract is also expressly understood to be subject to the terms and conditions of the joint resolution of Congress, approved April 14th, 1852, containing a proviso in the following terms, to wit: "*Provided*, Nothing herein contained shall be so construed as to authorize any officer of the United States to bind the United States by contract beyond the amount appropriated by Congress, or to sanction any such contract heretofore made;" *Provided, also*, that it is expressly understood and agreed, that this contract, nor any part thereof, shall not be sublet nor assigned; but that it shall be well and truly carried out and fulfilled in good faith by the above recited party of the first part, and that all payments on account thereof shall be made to the aforesaid party of the first part, his heirs, executors, or administrators: *And provided further*, that this contract shall not be binding upon the United States until it shall have received the approval of the Secretary of War.

17. And for the true and faithful performance of all and singular the covenants, articles and agreements hereinbefore particularly set forth, the subscribers hereunto bind themselves, jointly and severally, their and each of their successors, heirs, executors, and administrators.

18. Thus covenanted and agreed by the said parties, this twenty-eighth day of May, in the year of our Lord one thousand eight hundred and fifty-five, (1855,) as witness their hands and seals.

FELIX DUFFIN. [L. S.]
M. C. MEIGS, [L. S.]
Captain of Engineers.

(Done in quadruplicate.)

Witnesses.—Z. W. DENHAM,
W. J. FITZPATRICK.

WASHINGTON AQUEDUCT.

OFFICE OF THE WASHINGTON AQUEDUCT,
Washington, March 7, 1855.

Proposals are invited for graduation, stone and brick masonry, dams, tunnels, and other work of the Washington aqueduct.

Proposals, received up to the 8th of May, will be opened at noon of that day.

Maps, profiles, and specifications of the work will be ready for examination on and after the 20th day of April next.

Proposals will be received for the work of particular culverts, bridges, &c., &c., as described in the plans and specifications.

Portions only of some of the works can be completed under the present appropriation; but all contracts for unfinished work will be subject to future appropriations by Congress. The engineer reserves the right to prescribe the amount of work to be done and rate of progress under each contract for each appropriation; and in case of the appropriation not holding out sufficiently, to decide when and what works shall be stopped until funds become available.

In case of the entire stoppage of any particular work for want of funds, the reserved ten per cent. will be paid, if, in the judgment of the engineer, the work has been properly executed so far as it has gone.

Payments will be made in specie checks upon the United States treasury, upon the monthly estimates of the engineer, reserving ten per cent.; and it will be a condition of all contracts that the workmen shall be paid their full wages monthly, and in specie.

All bids should be sealed and endorsed "Proposals for work on the Washington aqueduct."

The United States reserves the right to reject any or all the bids should they not be deemed advantageous, and to make such arrangements as may be considered most conducive to the progress of the work.

Every offer must be accompanied by a written guaranty, signed by one or more responsible persons, to the effect that he or they undertake that the bidder or bidders will, if his or their bid be accepted, enter into an obligation, within ten days, with good and sufficient securities, for the completion of the work undertaken; said guaranty to be accompanied by the certificate of the United States district judge, United States district attorney, navy agent, or some officer of the general government or individual known to the engineer or Department of War, that the guarantors are able to make good their guaranty.

Bids will be open in presence of bidders, if any of them choose to be present.

M. C. MEIGS,
Capt. of Engineers, in charge.

Form of guaranty.

To Captain M. C. Meigs, *U. S. Engineers:*

We, the undersigned, residents of ——, in the State of ——, hereby, jointly and severally, covenant with the United States, and guaranty, in case the foregoing bid of —— be accepted, that he or they will, within ten days after the acceptance of the said bid, execute the contract for the same, with good and sufficient sureties to perform or furnish the articles proposed in conformity to the terms of the advertisement under which it was made. And in case the said —— shall fail to enter into contract as aforesaid, we guaranty to make good the

difference between the offer by the said —— and the next lowest bidder.

A. B.
C. D.

I hereby certify that, to the best of my knowledge and belief, the above-named guarantors are good and sufficient.

E. F.

Know all men by these presents, that we, James Taggart and Robert Duffin, of Muskingum county, State of Ohio, are held and firmly bound unto the United States of America in the full and just sum of twenty thousand dollars, lawful money of the United States, to be paid to the said United States, or to its proper agent or attorney duly authorized to receive the same; to which payment well and truly to be made and done, we bind ourselves and every of us, our and every of our heirs, executors, and administrators, in the whole and for the whole, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 28th day of May, anno Domini one thousand eight hundred and fifty-five. The condition of the above obligation is such, that if Felix Duffin, his heirs, executors, or administrators, do and shall well and truly execute a contract which he, the said Felix Duffin, has entered into with Captain Montgomery C. Meigs, of the United States corps of engineers, for and in behalf of the United States, by which he has contracted to excavate, construct, and build, at his own proper cost, the graduation up to grade line between the following stations, viz: Great Falls division 270 to 314, and Georgetown division between stations 8 and 22, 28 and 106, 111 and 123; and culverts numbers 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, or so much thereof as may be required of the Washington aqueduct, according to the specifications and such directions as may from time to time be given to said Felix Duffin by said Captain M. C. Meigs, or his assistant engineers, the said contract being hereunto annexed, then the foregoing obligation to be void and of no effect; otherwise to remain in full force and virtue in law.

JAMES TAGGART, [L. S.]
ROBERT DUFFIN. [L. S.]

Signed, sealed, and delivered in presence of
THOMAS HALPIN.

WASHINGTON, D. C., *May* 28, 1855.

I certify that I am acquainted with James Taggart and Robert Duffin, of Muskingum county, Ohio, the sureties named in the above bond, and that they are severally freeholders and residents as aforesaid, and in my opinion sufficient sureties for the purpose mentioned in the within bond.

GEO. H. MANYPENNY.

NOTE.—I consider James Taggart sufficient security from my knowledge of his circumstances, and believe from information that R. Duffin is a freeholder.

G. H. M.

Specification for culverts Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, of the Washington Aqueduct.

GENERAL DESCRIPTION.—1. Culverts, generally semi-circular, will be built where the foundation is of suitable rock. In other places, circular or barrel culverts will be adopted. The arches of semi-circular culverts, and the whole ring of barrel culverts, will be built of hard-burned brick, laid in cement mortar.

2. Where the semi-circular culvert is to be built in ground below the level of the centre of the conduit, (which is the grade of the aqueduct,) the top of the extrados of the arch will be generally at nine feet below grade; and in all cases the length of the arch for culverts will be such on the outfall side that the line of the two to one slopes of the embankment will pass through the end of the arch at the spring; and the length for barrel culverts will be such that the line of the slopes of the embankment on the outfall side will pass through the end wall at a point four feet below the level of the outer corners thereof. On the hill side in steep ground the culverts may in places be shortened, and be terminated in a well of brick or stone, or may be changed to any form the engineer may deem best.

3. Where the ground selected for the culvert is sufficiently high and firm, the culvert may, at the option of the engineer, be two and four-tenths feet higher; and where the ground is below grade, the culvert may in like manner be placed as much lower than nine feet as may be deemed advisable by the engineer. In these cases the culvert will be shortened or lengthened at each end two feet for each foot of change in the levels.

4. Culverts will be terminated by end walls at right angles to the axis of the arch on the river side, and likewise upon the hill side, except where the changes above referred to shall be deemed necessary. These end walls will be vertical on the face, and will be, generally, four feet thick, and will rise to such height over the centre of the conduit at the end, that a batter of two base to one rise from the ends or corners of the end walls to the apex, will be at the nearest point two feet from the extrados of the arch. They will be finished by coping laid in steps.

5. The arches of culverts will be backed by masonry starting from the level of the spring of the arch; the outer part of the backing will have a batter of six inches base to one foot rise for two-thirds the rise of the arch, and a batter of eighteen inches base to one foot rise for the remaining one-third of the rise of the arch.

6. The arches of semi-circular culverts will spring from the solid rock where it is found to be of suitable shape, or where, at a reasonable cost, it can be reduced to proper beds for this purpose. But when, in the opinion of the engineer, abutments in whole or in part shall be necessary, the contractor will be required to build them in such manner and of such dimensions as the engineer shall prescribe.

7. In road culverts, and in such as are founded upon rock of doubtful quality, a dry stone paving will be required. It will be of such depth and extent as, in the opinion of the engineer, may be necessary

to protect the abutments and end walls, and the outlet and inlet of the culvert.

8. EXCAVATION OF PITS, &c.—The culvert pits shall be of such length, width, and depth, and with such slopes as shall, in the opinion of the engineer, be necessary, as well for the security of the work by puddling or ramming after it shall have been finished, as for space sufficient for the work during the construction. The excavation of the inlets and of the outlets shall be of such length, width, depth, and slopes, as the engineer may consider necessary to prevent injury to the head of the culvert, and to allow of the culvert keeping itself clear. In road culverts, the cutting of the roadways to and from the culvert will be included in the excavation.

9. The United States reserves the right of causing the contractor for any of the neighboring embankments to do all or a part of the excavation with a view to the material being used in that embankment or to forward the work.

10. The contractor may use in the construction of the culverts, without charge therefor, any stone excavated from the pit, if approved of by the engineer.

11. The surplus excavation shall be deposited at any place the engineer may direct, within the distance of two hundred feet from the pit. And if placed in the conduit embankment in the manner required by the specification for graduation, then an allowance shall be made by the engineer for the extra labor caused thereby. The engineer shall also estimate the value of the excess of transportation in case he shall require the excavation to be placed at a greater distance than one hundred feet from the pit.

12. The contractor, without special direction in writing, shall in no instance fill in back of the abutments and of other masonry, but he shall leave the whole of the culvert, when he shall have finished it, entirely exposed to inspection, from the foundation up. In particular cases, however, the engineer may require of the contractor to fill in back of, and to the top of the abutments, with gravel or any other material that he may designate, for which an allowance shall be made at the estimate of the engineer.

13. The United States may at any time during the progress of the work, by contract with any person, or by day's work, fill in and puddle or ram around such portions of the masonry as may have been previously finished.

14. The contractor shall clear away from the whole breadth of the aqueduct any coarse material that he may have brought upon it during the construction of his work.

15. FOUNDATIONS.—In the foundations for semi-circular culverts, the rock from which the arch will spring, or upon which the abutments may be built, shall be carefully cut down to a good and solid bed, of such size and shape as the engineer shall direct and approve, and shall be washed clean of all spauls and dirt when the masonry is commenced upon it. The space between the sides of the culvert shall be lower at the centre than at the sides, to protect the masonry from the wash of the stream.

16. In the foundation of barrel culverts, the excavation for the lower

semi-circle of the pipe shall be carefully trimmed to lay the brick-work against, without any packing of earth; and when cross-walls may be considered necessary, the excavation for them shall in like manner be trimmed to a smooth and even surface. The excavation for end-walls shall be of such form as the engineer may deem necessary to admit of safe puddling or packing around the walls when built. No foundation shall be built upon until it shall have been seen and approved by the engineer.

17. MASONRY.—The abutments of culverts, when required, shall be of large stone, of good quality, scabbled, and shall be well bonded together, with at least one header, front and rear, for each six feet, measuring from centre to centre of headers. The lower course shall have a firm bearing upon the rock, without any under-pinning, and the upper course shall have an even surface to receive the arch. The height shall be such as the engineer shall direct, and the width shall be the same on top as the thickness of the arch and the backing at the spring. They shall be vertical in front, but in the rear they shall have a batter of six inches to the foot; and shall be made smooth and even. When required by the engineer, a slope shall be given to the top of the abutments from the upper to the lower end of the culvert, or for such parts thereof as he may deem fit.

18. The lower part of the cross-walls and of the end-walls, viz: that part below the spring of the arch in culverts, and the centre of the circle in barrel culverts, shall be laid, and shall be well packed around with puddled or rammed clay, gravel, or stone, as the engineer may direct after inspection, before any brick-work shall be laid.

19. The backing of the arch shall extend throughout the culvert and shall be bound in with the cross-walls and the end-walls. The upper part of the end-walls and cross-walls where these shall be required, and the backing, shall be built after the centres are slacked, but before they are removed. The backing, the end-walls, and the cross-walls, shall be built of good rubble masonry, well bonded together. They shall be made smooth on all sides against which embankment will be placed, and shall be plastered over on their sides with cement mortar.

20. The cross walls will be built when required by the engineer, and will be of such size and form as he may prescribe. The brick for the areh will be all hard burned and water-proof. Every brick must be wet just before laying, and must be laid and pressed down into a full bed of mortar, which shall cover its bed, its sides, and its ends; and this bedding shall be done at one operation for each brick, so that no mortar need be worked in after the brick is laid. The inside joint of each ring shall be the least possible to admit of mortar between the bricks. The joint of mortar between each two rings shall not be less than three-eighths of an inch in thickness.

21. The coping of the end walls will be three feet wide, not less than eight nor more than twelve inches thick, and will be arranged in steps with a lap of not less than eight inches, and will be rough hammer dressed, and dowelled with iron dowels, according to the drawing in each case. The laying of all the stone and brick work shall be in full beds of mortar, to be made of one part of cement to

two and a half parts of clean sharp sand, to be first mixed dry, and afterwards water to be added as wanted, in small quantities. It shall be mixed upon an approved bed formed of plank, and the time between the first wetting of the cement and its being used in the work shall never exceed one-half hour.

22. MATERIALS.—The brick for arches will be furnished by the United States, and will be delivered upon the ground near the work by the contractor for brick.

23. The United States reserve the right to furnish the stone for the culvert, in whole or in part, to be delivered upon the berm bank of the Chesapeake and Ohio canal adjacent to the work.

24. The cement will be furnished by the United States, and shall be taken by the contractor, at his own cost, from some one of the deposites of cement which shall be established by the United States, upon the written orders which he shall from time to time receive from the engineer for the same, and the engineer shall be the sole judge as to which deposite it shall be taken from, and shall express the same in said orders. The quantity drawn shall not, in any case, exceed 600 pounds to each thousand of brick laid, nor 200 pounds to each perch of stone laid. Any excess over which will be charged to said contractor at the rate of fifty cents per hundred pounds.

25. The contractor will be required to transport the cement to the work, and shall keep the cement dry and secure from the weather until used, and return the bags in which it is furnished in good order.

26. Clean sharp sand will be contracted for with other parties by the United States, and will be delivered upon the berm bank of the Chesapeake and Ohio canal, at some convenient point near the culvert, and will be transported to the work by the contractor at his own cost. And if, from any cause, the sand should require it, the contractor will be required to pass it through a fine screen.

27. It is expressly stipulated that, although the United States agree to furnish the materials above named, yet, that if from any cause there should be delay or failure on the part of said United States, there shall not be any claim for damages on the part of said contractors against the United States.

28. CENTERING.—Centres will be furnished by the United States, delivered upon the berm bank of the Chesapeake and Ohio canal, to be transported to the work by the contractor.

29. No ardent spirits shall be used or allowed on any part of the work; and no disorderly person or persons objected to by the engineer retained in the employment of the contractor. Permitting men to board where ardent spirits are used or sold, though the premises should not be under the control of the contractor, will be considered a violation of these rules. Any violation of them will be considered sufficient ground for the engineer to declare the contract void.

30. No contract will be entered into with more than one person, and no contractor will be allowed to sublet the whole or any part of his work.

31. The contractor will be required to give his personal and constant attention to the work during its progress.

Proposal.

I propose to furnish all the materials, not furnished by the United States, necessary to construct culverts Nos. 2 to 28, inclusive, of —— feet span on section No. ——— of the Washington aqueduct, to excavate the pit, prepare the foundation, lay the masonry, and, if required, do such packing or puddling as may be necessary in conformity with the above specifications, for the following prices:

1.	Excavation of rock, quarried or blasted, per cubic yard.	$1 75
2.	Excavation of slate or rotten rock, per cubic yard.....	60
3.	Excavation of all other material, per cubic yard.....	25
4.	For furnishing rubble stone for masonry, per perch of twenty-five cubic feet.....	3 00
5.	For furnishing scabbled stone for masonry and coping, per perch of twenty-five cubic feet	4 00
6.	For laying masonry, including the transportation of cement and sand, per perch of twenty-five cubic feet.	1 50
7.	For laying bricks, including transportation of cement and sand, per thousand.....	2 75
8.	For paving, including the stone, gravel, &c., per cubic yard	3 00
9.	For transporting stone furnished by the United States from the canal to the work, per perch of twenty-five cubic feet.....	75
10.	For puddling or packing earth around masonry, including transportation, per cubic yard	15

The above prices for excavation include the coffer-dams, and pumping or bailing of water necessary to excavate and prepare the foundation; and the prices for paving and laying masonry include all pumping, bailing, &c., during the construction of the masonry, puddling or packing, and paving.

This proposition to include not less than the culverts on sections 2 to 6, viz: culverts 2 to 13, or culverts 13 to 28.

NICHOLAS H. DECKER,
Albany.

We, the undersigned, residents of the city of Albany, in the State of New York, hereby, jointly and severally, covenant with the United States, and guaranty, in case the foregoing bid of Nicholas H. Decker be accepted, that he or they will, within ten days after the acceptance of the said bid, execute a contract for the same with good and sufficient sureties to perform the work or furnish the articles proposed in conformity to the terms of the advertisement under which it was made. And in case the said Nicholas H. Decker shall fail to enter into contract as aforesaid, we guaranty to make good the difference between the offer by the said Nicholas H. Decker and the next lowest bidder.

DEXTER REYNOLDS.
JNO. H. REYNOLDS.

Captain M. C. MEIGS,
United States Engineers.

I hereby certify that, to the best of my knowledge and belief, the above-named guarantors are good and sufficient.

CORNELIUS VOSBURGH, *P. M.*,
Albany.

Washington Aqueduct.—Contract for culverts Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13.

Agreement between Nicholas H. Decker, of the State of New York, of the first part, and Captain M. C. Meigs, of the corps of United States engineers, of the second part, acting under the authority of and for and in behalf of the United States of America, as engineer in charge of the Washington aqueduct, *witnesseth:*

1. That the party of the first part, for and in consideration of the matters hereinafter referred to and set out, covenants and agrees with the party of the second part to do all the necessary excavation for the pits, the inlets, and the outlets, which may be required by the engineer for culverts Nos. 2 to 13 inclusive, on sections Nos. 2 to 6 of the Washington aqueduct, and to furnish all the materials which may be necessary, and may not be furnished by the said United States, and to construct and build in a substantial and workmanlike manner the said culverts, and to do the same in conformity to the specifications hereto annexed, which are to be taken as a part of this contract, and according to the directions from time to time to be given by the engineer.

2. The principal assistant engineer, or an assistant engineer, by his directions, shall, as soon as practicable, after the end of each month, make out an estimate of the quantity and value of each species of work done pursuant to this contract, at the prices contained in the annexed proposal. He shall also include the value of any extra work done in consequence of any alteration of the plan of the culvert which may have been adopted by the said engineer in charge, or of the materials required for its construction, when such alterations shall have caused an increased expense to the contractor; and when such alteration shall have caused a saving of expense to the contractor, the engineer shall make a reasonable deduction therefor from the estimate so made; and if the said engineer in charge of the aqueduct shall approve said estimate, it is mutually agreed between the contracting parties that it shall be binding, and shall be paid by said engineer.

3. Within ten days after the return of any monthly estimate to the engineer in charge, nine-tenths of the sum appearing to be due, for work performed since the preceding estimate, shall be paid to the contractor.

4. Within thirty days after the culvert shall have been completed, and accepted by the engineer, a final estimate therefor shall be made and approved in the manner provided for making and approving monthly estimates, and shall in like manner be paid by said engineer in charge, together with the retained per centage.

5. The work shall be open to inspection during its progress by the engineers or other persons they may depute for that purpose, and the contractor shall, at all times, at his own expense, keep open a pathway alongside of the culvert, so that the above-mentioned persons may readily pass by the same, to the work above or below it.

6. At the expiration of every two weeks' work, a report shall be made by the contractor to the assistant engineer having charge of this culvert, of the average force of men, carts, &c., employed upon it for the preceding two weeks, according to such forms as shall be supplied by the engineer.

7. It is mutually agreed between the parties to this contract, that the work on the aforesaid culvert shall be commenced within twenty days after the notification of the approval of this contract, if the United States shall so soon acquire the right to the land necessary for the work, or as soon thereafter as the said right shall have been acquired; that it shall be steadily prosecuted without intermission, with such force as shall, in the opinion of the engineer, secure its final completion by the 30th day of June, in the year 1856; at which time it shall be fully completed and delivered up. And it is further agreed, that in the event that the said work shall not be commenced, prosecuted, and completed, or if the contractor on being required thereto by the written order of the engineer in charge, the principal assistant engineer, or the assistant engineer, shall fail or refuse to increase the force employed on the culvert to such extent as in the opinion of the engineer shall be necessary to insure its completion by the stipulated time, or in case the contractor shall disobey any of the written orders of either of said engineers, or shall violate any of the conditions of this agreement, then, on a certificate of the fact by the principal assistant engineer, made to the engineer in charge, the said engineer in charge may declare this contract forfeited, and thereupon the same shall then become null and void, and the United States shall thereupon be exonerated from every obligation thence arising; and the reserved per centage on the contract price, as well as all materials furnished and work performed, and upon which no estimate or payment may have been made, shall be forfeited to, and become the right and property of the United States, and the said engineer in charge may thereafter agree with any other person for the execution of the unfinished work, or may complete the same by day's work; and the said party of the first part shall have no appeal from the opinion and decision aforesaid, and he hereby releases all right to except to or question the same, in any place, or under any circumstances whatever; but the party of the first part shall still remain liable to the party of the second part for the damages occasioned to him by the said failure, refusal, or disobedience; and it is further agreed between the parties, that in order to secure the punctual performance of the covenants above made by the party of the first, and to indemnify and protect the party of the second part from loss, in case of default and forfeiture of this contract, the said party of the second part shall be authorized to retain in his hands, until the completion of the contract, *ten per cent.* on the amount of moneys at any time due to the said party of the first part.

8. The contractor for this culvert shall not knowingly employ any man, either as overseer, laborer, or in any situation, who shall have been dismissed, by the order of the engineer, from any other part of the work for bad workmanship, intemperance, or disorderly conduct. Nor shall he continue to employ any man who shall be declared by the engineer to be either disorderly, habitually intemperate, or a bad workman.

9. The contractor shall give his personal attention to the execution of the work hereby contracted for.

10. All buildings or fences on the line of the aqueduct shall be preserved, in such manner as the engineer may direct, by the contractor, who shall protect them from injury by his hands, and, as far as practicable, by any other persons.

11. The engineer shall have the power to prescribe the manner of preparing for, beginning and conducting every species of work to be done under this agreement, with reference to its purpose and the durability of such work, and his instructions shall be promptly obeyed; and if he shall disapprove of the quality of any work, it shall be the duty of the contractor to take down at his own expense, and rebuild so much thereof as shall be disapproved of; and if the contractor shall neglect or refuse to take down and rebuild work so disapproved of, the engineer shall cause the same to be taken down and rebuilt at the contractor's cost.

12. It is understood and agreed that all orders given by an engineer, and which shall cause an increase or diminution in the quantity or value of the work to be performed, shall be given in writing, and that when any claim shall be made by the contractor for extra compensation for work performed under such orders, the orders shall be produced; and all claims for extra work must be made on or before the close of the month in which it is claimed to have been done, or it shall not be paid at all.

13. It is further agreed that in case of the death, resignation, removal, or absence of any engineer, the United States, by its proper officers, may depute any other engineer to act in his place.

14. The United States reserves the right to suspend the work under this contract at any time; and when the work has been faithfully performed by the contractor, he will be paid in full for all work done up to the time of such suspension.

15. Payments will be made to the contractor in drafts upon the Treasury of the United States for coin. No estimate after the first shall be paid, unless the engineer is satisfied that the hands employed upon the work have been paid for the work of the month preceding, as provided in the advertisement under which this contract is made, and a copy of which is hereto annexed.

16. And it is further stipulated and agreed that no member of Congress shall be admitted to any share or part in this contract or agreement, or to any benefits to arise therefrom; and this contract shall be in all its parts subject to the terms and conditions of an act of Congress, passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled "An act concerning public *contracts.*"

which are to be taken as a part of this contract, and according to the directions from time to time to be given by the engineer.

2. The principal assistant engineer, or an assistant engineer, by his directions, shall, as soon as practicable after the end of each month, make out an estimate of the quantity and value of each species of work done pursuant to this contract, at the prices contained in the annexed proposal. He shall also include the value of any extra work done in consequence of any alteration of the plan of the culvert which may have been adopted by the said engineer in charge, or of the materials required for its construction, when such alterations shall have caused an increased expense to the contractor; and when any such alteration shall have caused a saving of expense to the contractor, the engineer shall make a reasonable deduction therefor from the estimate so made; and if the said engineer in charge of the aqueduct, shall approve said estimate, it is mutually agreed between the contracting parties that it shall be binding, and shall be paid by said engineer.

3. Within ten days after the return of any monthly estimate to the engineer in charge, nine-tenths of the sum appearing to be due, for work performed since the preceding estimate, shall be paid to the contractor.

4. Within thirty days after the work shall have been completed, and accepted by the engineer, a final estimate therefor shall be made and approved in the manner provided for making and approving monthly estimates, and shall in like manner be paid by said engineer in charge, together with the retained per centage.

5. The work shall always be open to examination during its progress by the engineers or other persons they may depute for that purpose; and the contractor shall, at all times, at his own expense, keep open a pathway alongside of the work, so that the above-mentioned persons may readily pass by the same, to the work above or below it.

6. At the expiration of every two weeks' work a report shall be made by the contractor to the assistant engineer having charge of this work, of the average force of men, carts, &c., employed upon it for the preceding two weeks, according to such forms as shall be supplied by the engineer.

7. It is mutually agreed between the parties to this contract, that the work aforesaid shall be commenced within twenty days after the notification of the approval of this contract, if the United States shall so soon acquire the right to the land necessary for the work, or as soon thereafter as the said right shall have been acquired; that it shall be steadily prosecuted without intermission, with such force as shall, in the opinion of the engineer, secure its final completion by the 30th day of June, in the year 1856; at which time it shall be fully completed and delivered up. And it is further agreed, that in the event that the said work shall not be commenced, prosecuted, and completed, or if the contractor on being required thereto by the written order of the engineer in charge, the principal assistant engineer, or his assistant engineer, shall fail or refuse to increase the force employed on the work to such extent as in the opinion of the engineer shall be necessary to insure its completion in the stipulated time, or in case the contractor shall disobey any of the written orders of either of said

engineers, or shall violate any of the conditions of this agreement, then, on a certificate of the fact, by the principal assistant engineer, made to the engineer in charge, the said engineer in charge may declare this contract forfeited, and thereupon the same shall then become null and void, and the United States shall thereupon be exonerated from every obligation thence arising; and the reserved per centage on the contract price, as well as all materials furnished and work performed, and upon which no estimate or payment may have been made, shall be forfeited to, and become the right and property of the United States, and the said engineer in charge may thereafter agree with any other person for the execution of the unfinished work, or may complete the same by day's work; and the said party of the first part shall have no appeal from the opinion and decision aforesaid, and he hereby releases all right to except to or question the same, in any place, or under any circumstances whatever; but the party of the first part shall still remain liable to the party of the second part for the damages occasioned to him by the said failure, refusal, or disobedience; and it is further agreed between the parties, that in order to secure the punctual performance of the covenants above made, by the party of the first part, and to indemnify and protect the party of the second part from loss, in case of default and forfeiture of this contract, the said party of the second part shall be authorized to retain in his hands, until the completion of the contract, *ten per cent.* on the amount of moneys at any time due to the said party of the first part.

8. The contractor for this work shall not knowingly employ any man, either as overseer, laborer, or in any situation, who shall have been dismissed, by order of the engineer, from any other part of the work, for bad workmanship, intemperance, or disorderly conduct. Nor shall he continue to employ any man who shall be declared by the engineer to be either disorderly, habitually intemperate, or a bad workman.

9. The contractor shall give his personal attention to the execution of the work hereby contracted for.

10. All buildings or fences on the line of the aqueduct shall be preserved, in such manner as the engineer may direct, by the contractor, who shall protect them from injury by his hands, and, as far as practicable, by any other persons.

11. The engineer shall have power to prescribe the manner of preparing for, beginning, and conducting every species of work to be done under this agreement, with reference to its purpose and the durability of the work: and his instructions shall be promptly obeyed, and if he shall disapprove of the quality of any work, it shall be the duty of the contractor to take down at his own expense, and rebuild so much thereof as shall be disapproved of; and if the contractor shall neglect or refuse to take down and rebuild work so disapproved of, the engineer shall cause the same to be done at his cost.

12. It is understood and agreed that all orders given by an engineer, and which shall cause an increase or diminution in the quantity or value of the work to be performed, shall be given in writing, and that when any claim shall be made by the contractor for extra compensation for work performed under such orders, the orders shall be

produced; and all claims for extra work must be made on or before the close of the month in which it is claimed to have been done, or it shall not be paid for at all.

13. It is further agreed that in case of the death, resignation, removal, or absence of any engineer, the United States, by its proper officers, may depute any other engineer to act in his place.

14. The United States reserves the right to suspend the work under this contract at any time, and when the work has been faithfully performed by the contractor, he will be paid in full for all work done up to the time of such suspension.

15. Payments will be made to the contractor in drafts upon the treasury of the United States for coin. No estimate after the first shall be paid, unless the engineer is satisfied that the hands employed upon the work have been paid for the work of the month preceding, as provided in the advertisement under which this contract is made, and a copy of which is hereto annexed.

16. And it is further stipulated and agreed that no member of Congress shall be admitted to any share or part in this contract or agreement, or to any benefits to arise therefrom; and this contract shall be in all its parts subject to the terms and conditions of an act of Congress passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled "An act concerning public contracts."

And this contract is also expressly understood to be subject to the terms and conditions of the joint resolution of Congress, approved April 14, 1852, containing a proviso in the following terms, to wit: "*Provided*, Nothing herein contained shall be so construed as to authorize any officer of the United States to bind the United States by contract beyond the amount appropriated by Congress, or to sanction any such contract heretofore made;" *Provided, also*, that it is expressly understood and agreed, that this contract, nor any part thereof, shall not be sublet nor assigned; but that it shall be well and truly carried out and fulfilled in good faith by the above recited party of the first part, and that all payments on account thereof shall be made to the aforesaid party of the first part, his heirs, executors, or administrators: *And provided further*, that this contract shall not be binding upon the United States until it shall have received the approval of the Secretary of War.

17. And for the true and faithful performance of all and singular the covenants, articles, and agreements hereinbefore particularly set forth, the subscribers hereunto bind themselves, jointly and severally, their and each of their successors, heirs, executors, and administrators.

18. Thus covenanted and agreed by the said parties, this nineteenth day of May, in the year of our Lord one thousand eight hundred and fifty-five, (1855,) as witness their hands and seals.

N. H. DECKER, [L. S.]
M. C. MEIGS, [L. S.]
Captain of Engineers, in charge.

(Done in quadruplicate.)
Witnesses.—Z. W. DENHAM,
W. J. FITZPATRICK.

Specification for graduation on sections Nos. 2, 3, 4, 5, *and* 6, *of the Washington Aqueduct.*

PLAN AND DIMENSIONS OF THE AQUEDUCT.

1. The conduit will be circular, nine feet in interior diameter, to be built, generally, of three separate four-inch rings of brick; the engineer reserving the right to omit one of the brick rings at such points as he may think proper.

2. The centre of the conduit will be the level of the *grade* at any point.

3. All excavations in earth for the bed of the conduit will be fourteen wide at grade, unless otherwise directed, with slopes generally in earth cutting one foot base to two feet rise, and in rock of one foot base to four feet rise, but may be changed to such other slopes as in the opinion of the engineer may be found necessary or advisable.

4. The embankments for the bed of the conduit will be generally forty-four feet wide at grade, and will have outer slopes of two feet base to one foot rise. The top of the bank over the conduit will be twelve feet wide, and will be eight feet above grade; but these dimensions may be increased or diminished as the engineer may direct.

5. The excavations for the conduit trench shall be cut down and the embankments for the conduit bed shall be raised up to grade, before the excavation shall be made through them for the lower semicircle, except where rock is found or supposed to be, when the contractor may be required to excavate the whole trench before any embankment shall be made.

CLEARING AND GRUBBING.—6. Before commencing any excavation or embankment, the ground shall be cleared of all timber, wood, or brushwood, for at least thirty feet on each side of the centre line; and the whole base of the excavation and embankment, and as much on each side as may be required by the engineer, shall be well and thoroughly grubbed, and all wood, brush, and roots removed therefrom; and where it may be found necessary to obtain embankment from points outside of the trench, the surface shall also first be grubbed.

7. The contractor for the section work will be required to preserve such timber and posts as in the opinion of the engineer may be required upon other parts of the aqueduct, and the residue, or so much as he may require, may be used by the contractor.

MUCKING AND BENCHING.—8. The surface of the ground through which excavations are to be made, and upon which embankments will be built, after being grubbed as above described, shall be excavated to such depth as, in the opinion of the engineer, may be sufficient to remove all leaves, grass, soil, and mould; and this *mucking* so removed shall be placed at such convenient point outside of the embankment stakes, as may be directed by the engineer, that it may be used as an outer covering to the banks when finished; and where embankment shall be obtained outside of the excavation, for the trench, the mucking shall in like manner be first removed, and disposed of as the engineer may direct.

9. Where benching may be found necessary, the contractor will be required to make it at such time and in such manner as the engineer may direct.

EXCAVATIONS.—10. This is meant to include the mucking and benching, the trench for the conduit, the pits for culverts, and, where required, drains to and from them, the foundations and pits for piers and abutments of bridges and over-falls, and the construction of drains along the aqueduct.

11. The contractor will in all cases be required to excavate to such dimensions, and upon such portions of the work as the engineer may direct, that the masonry and brick work may be commenced and carried on, if necessary, at the same time with the graduation; and he will dispose of the whole or any part of the excavation as the engineer shall prescribe.

12. In side-hill rock work the excavation shall be done in such manner as not to shatter or disturb the rock on the outer edge of the cut, but it shall be left a firm support to the conduit. And if at any point the contractor should be allowed by the engineer to cut in horizontally at or above *grade*, the additional walling or embankment, rendered necessary in consequence, will be made at the cost of the contractor. The excavation below grade, in rock work, shall be as nearly semi-circular as it can be made in blasting; and in earth it shall be carefully excavated to dimensions to be prescribed by the engineer, that it may be afterwards trimmed to the size and shape required for the brick work. Where it may be deemed expedient to cut back drains, or to widen the excavation along the trench, to obtain earth for embankment, the earth so obtained may, at the option of the engineer, be measured and estimated as excavation or embankment, with the proper haul, but will not be estimated as both.

13. Detached stone, less than three cubic feet in size, will be included in the third class of excavation, (item No. 4 of the following proposal;) all others not exceeding twenty cubic feet will be included with soft rock, (item No. 3.)

14. Where excavation is deposited in spoil bank, it shall be in good shape for moving into the back filling over the conduit.

15. Stone and rock excavated from the section work, and not required in its construction, shall be deposited as may be directed by the engineer, and the cost of transportation over five hundred feet shall be estimated by the engineer.

16. The price for excavation will cover the transportation five hundred feet; and this means that the whole excavation, or any part of it, upon one station or chain of one hundred feet, if required, will be hauled into embankment, rock filling, or spoil bank upon any part of the five nearest adjacent chains, on either side. The additional haul that may be required, over five hundred feet, will be proposed for at a stated price per cubic yard. The length of this additional haul will be measured from the centre of the chain between any two stations whence the material is taken to the centre of the chain, which is five hundred feet from the place of deposite.

EMBANKMENT.—17. This term includes the formation of the bank in which *the conduit is to* rest where the ground is below grade, the cov-

ering of culverts and filling against bridges and over-falls when required by the engineer, the back filling over the conduit in cuts, as well as the covering in embankments, and the formation of roadways over and the levelling of low grounds (side filling) adjacent to the aqueduct, when required.

18. All embankments required for raising the bed of the conduit up to the level of grade, shall be carted in and spread in layers not exceeding three inches in depth, and, when required by the engineer, shall be well rammed throughout each course, or such part thereof as may be required, before another course is laid on. The embankment required for covering the conduit both in cuts and fills shall also be carefully made, where practicable, in layers as above described, and so much thereof as may be required by the engineer shall be rammed. If, in lieu of ramming, it shall be deemed necessary or advisable to *puddle* the whole or any portion of the bank, the earth to be so puddled shall be spread in layers, generally not exceeding six inches in depth, and each course shall be made wet, and shall be well cut with the spade or shovel into the ground or the course below, and shall be worked into a stiff and cohesive mass before another course shall be commenced. All materials required for forming embankments shall be taken from such places as the engineer shall direct.

19. No logs, trees, brush, stumps, roots, leaves, grass, or stones shall be left in or admitted into any part of the embankment, and no frozen earth or clods shall be admitted into any embankments below grade, or be allowed to lie near the conduit above grade.

20. The banks when finished shall be made smooth on the top and on the slopes. When the section work is otherwise completed, the soil and muck removed in preparing for the excavation and embankment, if so ordered by the engineer, shall be thrown up so as to form the outer cover of the embankment, and shall be trimmed to the proper slopes.

PUDDLING.—21. The puddling, when any is required by the engineer, shall be regulated by him, as to quality, thickness, and disposition. It will be measured and paid for as embankment, to which the price affixed in the following proposals will be additional; it being understood to cover only the expense of cutting and working the clay to a tough and firm consistency.

RAMMING.—22. When embankment is required to be rammed, it shall be spread in courses over the whole or such portions of the work as the engineer shall direct, and shall be packed evenly and uniformly to prevent unequal settlement. Like puddling, it will be measured and estimated as embankment, to which the price affixed in the following proposals will be additional, it being understood to cover the expense of pounding or packing the embankment into a compact mass.

DRY WALLING.—23. Where dry walling of any kind is required, the contractor may be required to build it upon such plan, of such materials, in such manner, and at such time, as the engineer shall direct, and the value thereof shall be adjudged by the engineer; but the right is reserved to the engineer to contract with other parties, or to employ persons by the day to construct the whole or any part of the walling upon any section.

GENERAL REMARKS.—24. All "haul" of materials, whether counted as excavation or embankment, will be estimated as though they were taken from, hauled, and deposited upon the centre line of the aqueduct, unless they shall be taken, by direction of the engineer, from some point over one hundred feet from the said line, in which case they will be estimated by the most direct line from the borrow pit to the centre of the chain upon which they shall be required.

PUBLIC AND PRIVATE ROADS.—25. No public or private way shall be disturbed or obstructed, except under the special direction of the engineer; and whatever extra work is done to prevent such obstruction, shall be according to the directions, and shall be paid for at the estimate of the engineer.

26. No ardent spirits shall be used or allowed on any part of the work, and no disorderly person or persons, objected to by the engineer, shall be retained in the employment of the contractor. Permitting men to board where ardent spirits are used or sold, though the premises should not be under the control of the contractor, will be considered a violation of this rule; any violation of it will be considered sufficient ground for the engineer to declare the contract void.

EXTRA WORK.—27. No allowance for extra work, beyond that specified, shall be made, except such as shall have been done by the special written order of the engineer. All claims for extra work must be presented to the engineer at the end of the month in which such extra work shall be done, to be settled in the estimate of work done within that month, or they will not be considered.

MONTHLY ESTIMATES.—28. Monthly estimates will be made between the first and tenth of each month approximate of the whole amount of work done within the month, and as soon thereafter as practicable a payment will be made of nine-tenths of such estimates. But should the contractor abandon the work, or the engineer declare the contract void, all the work not paid for, as well as the retained per-centage, will be forfeited to the United States.

29. No contract will be made with more than one person; and no contractor will be allowed to sublet the whole or any portion of his work, but will be required to give his personal and constant attention to the work during its progress.

30. The subscriber offers to contract for graduation between stations No. 86, Falls division, and No. 123, Georgetown division, upon sections Nos. 2 to 13 inclusive, of the Washington aqueduct, at the prices mentioned in the following table, and to complete the work according to the preceding specification, and upon the terms and conditions stipulated in the contract which he may hereafter subscribe, a copy of which has been exhibited to and read by him.

GRUBBING.

1. Grubbing *and clearing* the trees, bushes, stumps, and roots from the space required for the excavation and embankments, per acre..... $125 00

WASHINGTON ACQUEDUCT.

OFFICE OF THE WASHINGTON AQUEDUCT,
Washington, March 7, 1855.

Proposals are invited for graduation stone and brick masonry, dams, tunnels, and other work of the Washington aqueduct.

Proposals, received up to the 8th of May, will be opened at noon of that day.

Maps, profiles, and specifications of the work will be ready for examination on and after the 20th day of April next.

Proposals will be received for the work of particular culverts, bridges, &c., &c., as described in the plans and specifications.

Portions only of some of the works can be completed under the present appropriation; but all contracts for unfinished work will be subject to future appropriations by Congress. The engineer reserves the right to prescribe the amount of work to be done and rate of progress under each contract for each appropriation; and in case of the appropriation not holding out sufficiently, to decide when and what works shall be stopped until funds become available.

In case of the entire stoppage of any particular work for want of funds, the reserved ten per cent. will be paid, if, in the judgment of the engineer, the work has been properly executed so far as it has gone.

Payments will be made in specie checks upon the United States treasury upon the monthly estimates of the engineer, reserving 10 per cent.; and it will be a condition of all contracts that the workmen shall be paid their full wages monthly, and in specie.

All bids should be sealed, and endorsed "Proposals for work on the Washington Aqueduct."

The United States reserves the right to reject any or all the bids should they not be deemed advantageous, and to make such arrangements as may be considered most conducive to the progress of the work.

Every offer must be accompanied by a written guaranty, signed by one or more responsible persons, to the effect that he or they undertake that the bidder or bidders will, if his or their bid be accepted, enter into an obligation, within ten days, with good and sufficient securities, for the completion of the work undertaken; said guaranty to be accompanied by the certificate of the United States district judge, United States district attorney, navy agent, or some officer of the general government or individual known to the engineer or Department of War, that the guarantors are able to make good their guaranty.

Bids will be opened in presence of bidders, if any of them choose to be present.

M. C. MEIGS,
Capt. of Engineers, in charge.

Form of guaranty.

To Capt. M. C. MEIGS, *U. S. Engineers:*

We, the undersigned, residents of ———, in the State of———, hereby, jointly and severally, covenant with the United States, and guaranty, in case the foregoing bid of ——— be accepted, that he or they will, within ten days after the acceptance of the said bid, execute the contract for the same, with good and sufficient sureties to perform or furnish the articles proposed in conformity to the terms of the advertisement under which it was made. And in case the said ——— shall fail to enter into contract as aforesaid, we guaranty to make good the difference between the offer by the said ——— and the next lowest bidder.

A. B.
C. D.

I hereby certify that, to the best of my knowledge and belief, the above-named guarantors are good and sufficient.

E. F.

Know all men by these presents, that we, John H. Reynolds and Dexter Reynolds, of the city of Albany, State of New York, are held and firmly bound unto the United States of America in the full and just sum of twenty thousand dollars, lawful money of the United States, to be paid to the said United States, or to its proper agent or attorney duly authorized to receive the same; to which payment well and truly to be made and done, we bind ourselves and every of us, our and every of our heirs, executors, and administrators, in the whole and for the whole, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 18th day of May, anno Domini one thousand eight hundred and fifty-five.

The condition of the above obligation is such, that if N. H. Decker, his heirs, executors, or administrators, do and shall well and truly execute a contract which he, the said N. H. Decker, has entered into with Captain Montgomery C. Meigs, of the United States corps of engineers, for and in behalf of the United States, by which he has contracted to excavate, construct, and build, at his own proper cost, the graduation to the grade line between stations 86 and 165, 178 and 182, 186 and 196, 212 and 217, 220 and 246, of the Great Falls division; and culverts numbers 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, or so much thereof as may be required, of the Washington aqueduct, according to the specifications and such directions as may from time to time be given to said N. H. Decker by said Captain M. C. Meigs, or his assistant engineers, the said contract being hereunto annexed, then the foregoing obligation to be void and of no effect; otherwise to remain in full force and virtue in law.

JOHN H. REYNOLDS. [L. S.]
DEXTER REYNOLDS. [L. S.]

Signed, sealed, and delivered, in presence of—
E. J. MILLER,
Albany, N. Y.

UNITED STATES COMMISSIONER'S OFFICE,
City of Albany, N. Y., May 18, 1855.

I certify that I am acquainted with John H. Reynolds and Dexter Reynolds, esquires, both residents of the city of Albany, in the State of New York, and who are the sureties named in the above bond, and that they are severally freeholders and residents as aforesaid, and in my opinion sufficient sureties for the purposes mentioned in the within bond.

R. J. WILSON,
United States Commissioner.

This bond being dated before the contracts, and therefore objectionable, has been replaced by the similar bond of the 22d of May, 1855, which follows, and this is therefore cancelled.

M. C. MEIGS,
Corps of Engineers.
N. H. DECKER.

Witness: Z. W. DENHAM.
June 19, 1855.

Know all men by these presents, that we, John H. Reynolds and Dexter Reynolds, of the city of Albany, State of New York, are held and firmly bound unto the United States of America in the full and just sum of twenty thousand dollars, lawful money of the United States, to be paid to the said United States, or to its proper agent or attorney duly authorized to receive the same; to which payment well and truly to be made and done, we bind ourselves and every of us, our and every of our heirs, executors, and administrators, in the whole and for the whole, jointly and severally, firmly by these presents. Sealed with our seals, and dated this twenty-second day of May, A. D. one thousand eight hundred and fifty-five. The condition of the above obligation is such, that if N. H. Decker, his heirs, executors, or administrators, do and shall well and truly execute a contract which he, the said N. H. Decker, has entered into with Captain Montgomery C. Meigs, of the United States corps of engineers, for and in behalf of the United States, by which he has contracted to excavate, construct, and build, at his own proper cost, the graduation to the grade-line between stations 86 and 165; 178 and 182; 186 and 196; 212 and 217; 220 and 246, of the Great Falls' division, and culverts Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, or so much thereof as may be required, of the Washington aqueduct, according to the specifications and such directions as may from time to time be given to said N. H. Decker by said Captain M. C. Meigs, or his assistant engineers, the said contract being hereunto annexed, then the foregoing obligation to be void and of no effect; otherwise to remain in full force and virtue in law.

JOHN H. REYNOLDS. [L. S.]
DEXTER REYNOLDS. [L. S.]

Signed, sealed, and delivered, in presence of—
E. J. MILLER.

Payments will be made in specie checks upon the United States treasury, upon the monthly estimates of the engineer, reserving 10 per cent.; and it will be a condition of all contracts that the workmen shall be paid their full wages monthly, and in specie.

All bids should be sealed, and endorsed "Proposals for work on the Washington Aqueduct."

The United States reserves the right to reject any or all the bids should they not be deemed advantageous, and to make such arrangements as may be considered most conducive to the progress of the work.

Every offer must be accompanied by a written guaranty, signed by one or more responsible persons, to the effect that he or they undertake that the bidder or bidders will, if his or their bid be accepted, enter into an obligation, within ten days, with good and sufficient securities, for the completion of the work undertaken; said guaranty to be accompanied by the certificate of the United States district judge, United States district attorney, navy agent, or some officer of the general government, or individual known to the engineer or Department of War, that the guarantors are able to make good their guaranty.

Bids will be opened in presence of bidders, if any of them choose to be present.

M. C. MEIGS,
Captain of Engineers, in charge.

Form of Guaranty.

To Captain M. C. Meigs, U. S. Engineers:

We, the undersigned, residents of ———, in the State of ———, hereby, jointly and severally, covenant with the United States, and guaranty, in case the foregoing bid of ——— be accepted, that he or they will, within ten days after the acceptance of the said bid, execute the contract for the same, with good and sufficient sureties to perform or furnish the articles proposed, in conformity to the terms of the advertisement under which it was made. And in case the said ——— shall fail to enter into contract as aforesaid, we guaranty to make good the difference between the offer by the said ——— and the next lowest bidder.

A. B.
C. D.

I hereby certify that, to the best of my knowledge and belief, the above-named guarantors are good and sufficient.

E. F.

Specifications for tunnels on the Washington aqueduct.

The tunnels shall be circular, and of eleven feet in diameter. They shall have the same grade as the adjacent parts of the aqueduct, and they shall be cut as smoothly and evenly as the nature of the ground through which they pass will admit of; and, in the measurement, the net section of the circle of eleven feet diameter only shall be considered.

The materials removed from the tunnels shall be disposed of as the engineer shall direct, and shall be transported two hundred feet from the entrance without any additional charge; but any haul over this two hundred feet, or any expense incurred by the contractors in disposing of this material by the direction of the engineer, other than in the usual dump, shall be paid for at the estimate to be made by the engineer.

Proposal.

I propose to excavate any one or all of the tunnels on the Washington aqueduct at the following rates, to wit:

For the first two hundred and fifty feet lineal into each end from the heads, five dollars per cubic yard.

For the remaining part of the tunnels, six dollars per cubic yard.

P. CROWLEY.

WASHINGTON AQUEDUCT.

OFFICE OF THE WASHINGTON AQUEDUCT,
Washington, March 7, 1855.

Proposals are invited for graduation stone and brick masonry, dams, tunnels, and other work of the Washington aqueduct.

Proposals, received up to the 8th of May, will be opened at noon of that day.

Maps, profiles, and specifications of the work will be ready for examination on and after the 20th day of April next.

Proposals will be received for the work of particular culverts, bridges, &c., &c., as described in the plans and specifications.

Portions only of some of the works can be completed under the present appropriation; but all contracts for unfinished work will be subject to future appropriations by Congress. The engineer reserves the right to prescribe the amount of work to be done, and rate of progress under each contract for each appropriation; and in case of the appropriation not holding out sufficiently, to decide when and what works shall be stopped until funds become available.

In case of the entire stoppage of any particular work for want of funds, the reserved ten per cent. will be paid, if, in the judgment of the engineer, the work has been properly executed so far as it has gone.

7. It is mutually agreed between the parties to this contract, that the work aforesaid shall be commenced within thirty days after the notification of the approval of this contract, if the United States shall so soon acquire the right to the land necessary for the work, or as soon thereafter as the said right shall have been acquired, that it shall be steadily prosecuted without intermission, with such force as shall, in the opinion of the engineer, secure its final completion by the 31st day of December, in the year 1856, at which time it shall be fully completed and delivered up; and it is further agreed, that in the event that the said work shall not be commenced, prosecuted, and completed, or if the contractor on being required thereto by the written order of the engineer in charge, the principal assistant engineer, or the assistant engineer, shall fail or refuse to increase the force employed on the work to such extent as, in the opinion of the engineer, shall be necessary to insure its completion by the stipulated time, or in case the contractor shall disobey any of the written orders of either of said engineers, or shall violate any of the conditions of this agreement, then, on a certificate of the fact, by the principal assistant engineer, made to the engineer in charge, the said engineer in charge may declare this contract forfeited, and thereupon the same shall then become null and void, and the United States shall thereupon be exonerated from every obligation thence arising; and the reserved per-centage on the contract price, as well as all materials furnished and work performed, and upon which no estimate or payment may have been made, shall be forfeited to, and become the right and property of the United States, and the said engineer in charge may thereafter agree with any other person for the execution of the unfinished work, or may complete the same by day's work; and the said party of the first part shall have no appeal from the opinion and decision aforesaid, and he hereby releases all right to except to or question the same, in any place, or under any circumstances whatever; but the party of the first part shall still remain liable to the party of the second part for the damages occasioned to him by the said failure, refusal, or disobedience; and it is further agreed between the parties, that in order to secure the punctual performance of the covenants above made by the party of the first part, and to indemnify and protect the party of the second part from loss in case of default and forfeiture of this contract, the said party of the second part shall be authorized to retain in his hands, until the completion of the contract, *ten per cent.* on the amount of moneys at any time due to the said party of the first part.

8. The contractor for this work shall not knowingly employ any man, either as overseer, laborer, or in any situation, who shall have been dismissed by the order of the engineer from any other part of the work, for bad workmanship, intemperance, or disorderly conduct; nor shall he continue to employ any man who shall be declared by the engineer to be either disorderly, habitually intemperate, or a bad workman.

9. The contractor shall give his personal attention to the execution of the work hereby contracted for.

10. All buildings or fences on the line of the aqueduct shall be preserved, in such manner as the engineer may direct, by the con-

Washington Aqueduct.—Contract for Tunnels.

Agreement between Patrick Crowley, of the State of Maryland, of the first part, and Captain M. C. Meigs, of the corps of United States engineers, of the second part, acting under the authority of, and for and in behalf of the United States of America, as engineer in charge of the Washington aqueduct, *witnesseth:*

1. That the party of the first part, for and in consideration of the matters hereinafter referred to and set out, covenants and agrees with the party of the second part to do all the nccessary excavation for the tunnels which may be required by the engineer, for sections Nos. 2 and 7 of the Washington aqueduct, and to furnish all the materials which may be necessary, and may not be furnished by the United States, and to construct and build in a substantial and workmanlike manner the said tunnels, and to do the same in conformity to the specifications hereto annexed, which are to be taken as a part of this contract, and according to the directions from time to time to be given by the engineer.

2. The principal assistant engineer, or an assistant engineer, by his directions, shall, as soon as practicable, after the end of each month, make out an estimate of the quantity and value of each species of work done pursuant to this contract, at the prices contained in the annexed proposal. He shall also include the value of any extra work done in consequence of any alteration of the plan which may have been adopted by the said engineer in charge, or of the materials required for its construction, when such alterations shall have caused an increased expense to the contractor; and when such alteration shall have caused a saving of expense to the contractor, the engineer shall make a reasonable deduction therefor from the estimate so made; and if the said engineer in charge of the aqueduct shall approve said estimate, it is mutually agreed between the contracting parties that it shall be binding, and shall be paid by said engineer.

3. Within ten days after the return of any monthly estimate to the engineer in charge, nine-tenths of the sum appearing to be due, for work performed since the preceding estimate, shall be paid to the contractor.

4. Within thirty days after the work shall have been completed, and accepted by the engineer, a final estimate therefor shall be made and approved in the manner provided for making and approving monthly estimates, and shall in like manner be paid by said engineer in charge, together with the retained per-centage.

5. The work shall be open to inspection during its progress by the engineers, or other persons they may depute for that purpose, and the contractor shall, at all times, at his own expense, keep open a pathway alongside of the tunnel, so that the above-mentioned persons may readily pass by the same, to the work above or below it.

6. At the expiration of every two weeks' work, a report shall be made by the contractor to the assistant engineer having charge of this work, of the average force of men, carts, &c., employed upon it for the preceding two weeks, according to such forms as shall be supplied by the engineer.

tractor, who shall protect them from injury by his hands, and, as far as practicable, by any other persons.

11. The engineer shall have the power to prescribe the manner of preparing for, beginning and conducting every species of work to be done under this agreement, with reference to its purpose and the durability of such work, and his instructions shall be promptly obeyed; and if he shall disapprove of the quality of any work, it shall be the duty of the contractor to take down, at his own expense, and rebuild so much thereof as shall be disapproved of; and if the contractor shall neglect or refuse to take down and rebuild work so disapproved of, the engineer shall cause the same to be taken down and rebuilt at the contractor's cost.

12. It is understood and agreed that all orders given by an engineer, and which shall cause an increase or diminution in the quantity or value of the work to be performed, shall be given in writing, and that when any claim shall be made by the contractor for extra compensation for work performed under such orders, the orders shall be produced; and all claims for extra work must be made on or before the close of the month in which it is claimed to have been done, or it shall not be paid at all.

13. It is further agreed that in case of the death, resignation, removal, or absence of any engineer, the United States, by its proper officers, may depute any other engineer to act in his place.

14. The United States reserves the right to suspend the work under this contract at any time; and when the work has been faithfully performed by the contractor, he will be paid in full for all work done up to the time of such suspension.

15. Payments will be made to the contractor in drafts upon the treasury of the United States for coin. No estimate after the first shall be paid, unless the engineer is satisfied that the hands employed upon the work have been paid for the work of the month preceding, as provided in the advertisement under which this contract is made, and a copy of which is hereto annexed.

16. And it is further stipulated and agreed that no member of Congress shall be admitted to any share or part in this contract or agreement, or to any benefits to arise therefrom; and this contract shall be in all its parts subject to the terms and conditions of an act of Congress, passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled "An act concerning public contracts."

And this contract is also expressly understood to be subject to the terms and conditions of the joint resolution of Congress, approved April 14, 1852, containing a proviso in the following terms, to wit: "*Provided*, Nothing herein contained shall be so construed as to authorize any officer of the United States to bind the United States by contract beyond the amount appropriated by Congress, or to sanction any such contract heretofore made;" *Provided also*, that it is expressly understood and agreed, that this contract, nor any part thereof, shall not be sublet nor assigned; but that it shall be well and truly carried out and fulfilled in good faith by the above-recited party of the first part, and that all payments on account thereof

reserved per-centage on the contract price, as well as all the materials furnished and work performed, and upon which no estimate or payment may have been made, shall be forfeited to and become the right and property of the United States, and the said engineer in charge may thereafter agree with any other person for the execution of the unfinished work, or may complete the same by day's work: and the said party of the first part shall have no appeal from the opinion and decision aforesaid, and he hereby releases all right to except or to question the same in any place or under any circumstances whatever; but the party of the first part shall still remain liable to the party of the second part for the damages occasioned to him by the said failure, refusal, or disobedience; and it is further agreed between the parties, that in order to secure the punctual performance of the covenants above made by the party of the first part, and to indemnify and protect the party of the second part from loss in case of default and forfeiture of this contract, the said party of the second part shall be authorized to retain in his hands, until the completion of the contract, *ten per cent.* on the amount of moneys at any time due to the said party of the first part.

8. The contractor for this work shall not knowingly employ any man, either as overseer, laborer, or in any situation, who shall have been dismissed by the order of the engineer from any other part of the work, for bad workmanship, intemperance, or disorderly conduct. Nor shall he continue to employ any man who shall be declared by the engineer to be either disorderly, habitually intemperate, or a bad workman.

9. The contractor shall give his personal attention to the execution of the work hereby contracted for.

10. All buildings or fences on the line of the aqueduct shall be preserved, in such manner as the engineer may direct, by the contractor, who shall protect them from injury by his hands, and, as far as practicable, by any other persons.

11. The engineer shall have the power to prescribe the manner of preparing for, beginning and conducting every species of work to be done under this agreement, with reference to its purpose and the durability of the work, and his instructions shall be promptly obeyed; and if he shall disapprove of the quality of any work, it shall be the duty of the contractor to take down at his own expense, and rebuild so much thereof as shall be disapproved of; and if the contractor shall neglect or refuse to take down and rebuild work so disapproved of, the engineer shall cause the same to be done at his cost.

12. It is understood and agreed that all orders given by an engineer, and which shall cause an increase or diminution in the quantity or value of the work to be performed, shall be given in writing; and that when any claim shall be made by the contractor for extra compensation for work performed under such orders, the orders shall be produced; and all claims for extra work must be made on or before the close of the month in which it is claimed to have been done, or it shall not be paid for at all.

13. It is further agreed that in case of the death, resignation, re-

done in consequence of any alteration of the plan of the culvert which may have been adopted by the said engineer in charge, or of the materials required for its construction, when such alterations shall have caused an increased expense to the contractor; and when any such alteration shall have caused a saving of expense to the contractor, the engineer shall make a reasonable deduction therefor from the estimate so made; and if the said engineer in charge of the aqueduct shall approve said estimate, it is mutually agreed between the contracting parties that it shall be binding, and shall be paid by said engineer.

3. Within ten days after the return of any monthly estimate to the engineer in charge, nine-tenths of the sum appearing to be due, for work performed since the preceding estimate, shall be paid to the contractor.

4. Within thirty days after the work shall have been completed and accepted by the engineer, a final estimate therefor shall be made and approved in the manner provided for making and approving monthly estimates, and shall in like manner be paid by said engineer in charge, together with the retained per-centage.

5. The work shall always be open to examination during its progress by the engineers or other persons they may depute for that purpose, and the contractor shall, at all times, at his own expense, keep open a pathway alongside of the work, so that the above-mentioned persons may readily pass by the same to the work above or below it.

6. At the expiration of every two weeks' work, a report shall be made by the contractor to the assistant engineer having charge of this work, of the average force of men, carts, &c., employed upon it for the preceding two weeks, according to such forms as shall be supplied by the engineer.

7. It is mutually agreed between the parties to this contract, that the work aforesaid shall be commenced within twenty days after the notification of the approval of this contract, if the United States shall so soon acquire the right to the land necessary for the work, or as soon thereafter as the said right shall have been acquired; that it shall be steadily prosecuted without intermission, with such force as shall, in the opinion of the engineer, secure its final completion by the 30th day of September, in the year 1856, at which time it shall be fully completed and delivered up; and it is further agreed, that in the event that the said work shall not be commenced, prosecuted, and completed, or if the contractor, on being required thereto by the written order of the engineer in charge, the principal assistant engineer, or his assistant engineer, shall fail or refuse to increase the force employed on the work to such extent as in the opinion of the engineer shall be necessary to insure its completion in the stipulated time, or in case the contractor shall disobey any of the written orders of either of said engineers, or shall violate any of the conditions of this agreement, then, on a certificate of the fact by the principal assistant engineer, made to the engineer in charge, the said engineer in charge may declare this contract forfeited, and thereupon the same shall then become null and void, and the United States shall thereupon be exonerated from every obligation thence arising; and the

reserved per-centage on the contract price, as well as all the materials furnished and work performed, and upon which no estimate or payment may have been made, shall be forfeited to and become the right and property of the United States, and the said engineer in charge may thereafter agree with any other person for the execution of the unfinished work, or may complete the same by day's work; and the said party of the first part shall have no appeal from the opinion and decision aforesaid, and he hereby releases all right to except or to question the same in any place or under any circumstances whatever; but the party of the first part shall still remain liable to the party of the second part for the damages occasioned to him by the said failure, refusal, or disobedience; and it is further agreed between the parties, that in order to secure the punctual performance of the covenants above made by the party of the first part, and to indemnify and protect the party of the second part from loss in case of default and forfeiture of this contract, the said party of the second part shall be authorized to retain in his hands, until the completion of the contract, *ten per cent.* on the amount of moneys at any time due to the said party of the first part.

8. The contractor for this work shall not knowingly employ any man, either as overseer, laborer, or in any situation, who shall have been dismissed by the order of the engineer from any other part of the work, for bad workmanship, intemperance, or disorderly conduct. Nor shall he continue to employ any man who shall be declared by the engineer to be either disorderly, habitually intemperate, or a bad workman.

9. The contractor shall give his personal attention to the execution of the work hereby contracted for.

10. All buildings or fences on the line of the aqueduct shall be preserved, in such manner as the engineer may direct, by the contractor, who shall protect them from injury by his hands, and, as far as practicable, by any other persons.

11. The engineer shall have the power to prescribe the manner of preparing for, beginning and conducting every species of work to be done under this agreement, with reference to its purpose and the durability of the work, and his instructions shall be promptly obeyed; and if he shall disapprove of the quality of any work, it shall be the duty of the contractor to take down at his own expense, and rebuild so much thereof as shall be disapproved of; and if the contractor shall neglect or refuse to take down and rebuild work so disapproved of, the engineer shall cause the same to be done at his cost.

12. It is understood and agreed that all orders given by an engineer, and which shall cause an increase or diminution in the quantity or value of the work to be performed, shall be given in writing; and that when any claim shall be made by the contractor for extra compensation for work performed under such orders, the orders shall be produced; and all claims for extra work must be made on or before the close of the month in which it is claimed to have been done, or it shall not be paid for at all.

13. It is further agreed that in case of the death, resignation, re-

moval, or absence of any engineer, the United States, by its proper officers, may depute any other engineer to act in his place.

14. The United States reserves the right to suspend the work under this contract at any time; and when the work has been faithfully performed by the contractor, he will be paid in full for all work done up to the time of such suspension.

15. Payments will be made to the contractor in drafts upon the treasury of the United States for coin. No estimate after the first shall be paid, unless the engineer is satisfied that the hands employed upon the work have been paid for the work of the month preceding, as provided in the advertisement under which this contract is made, and a copy of which is hereto annexed.

16. And it is further stipulated and agreed that no member of Congress shall be admitted to any share or part in this contract or agreement, or to any benefits to arise therefrom; and this contract shall be in all its parts subject to the terms and conditions of an act of Congress, passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled "An act concerning public contracts."

And this contract is also expressly understood to be subject to the terms and conditions of the joint resolution of Congress, approved April 14, 1852, containing a proviso in the following terms, to wit: "*Provided*, Nothing herein contained shall be so construed as to authorize any officer of the United States to bind the United States by contract beyond the amount appropriated by Congress, or to sanction any such contract heretofore made;" *Provided, also*, that it is expressly understood and agreed that this contract, nor any part thereof, shall not be sublet nor assigned, but that it shall be well and truly carried out and fulfilled in good faith by the above recited party of the first part, and that all payments on account thereof shall be made to the aforesaid party of the first part, his heirs, executors, or administrators: *And provided further*, that this contract shall not be binding upon the United States until it shall have received the approval of the Secretary of War.

17. And for the true and faithful performance of all and singular the covenants, articles, and agreements hereinbefore particularly set forth, the subscribers hereunto bind themselves, jointly and severally, their and each of their successors, heirs, executors, and administrators.

18. Thus covenanted and agreed by the said parties this twenty-fourth day of November, in the year of our Lord one thousand eight hundred and fifty-five, (1855,) as witness their hands and seals.

H. L. GALLAHER. [L. S.]
M. C. MEIGS, [L. S.]
Corps of Engineers.

(Done in quadruplicate.)
Witnesses.—Z. W. DENHAM,
W. J. FITZPATRICK.

ering of culverts and filling against bridges and over-falls when required by the engineer, the back filling over the conduit in cuts, as well as the covering in embankments, and the formation of roadways over and the levelling of low grounds (side filling) adjacent to the aqueduct, when required.

18. All embankments required for raising the bed of the conduit up to the level of grade, shall be carted in and spread in layers not exceeding three inches in depth, and, when required by the engineer, shall be well rammed throughout each course, or such part thereof as may be required, before another course is laid on. The embankment required for covering the conduit both in cuts and fills shall also be carefully made, where practicable, in layers as above described, and so much thereof as may be required by the engineer shall be rammed. If, in lieu of ramming, it shall be deemed necessary or advisable to *puddle* the whole or any portion of the bank, the earth to be so puddled shall be spread in layers generally not exceeding six inches in depth, and each course shall be made wet, and shall be well cut with the spade or shovel, into the ground or the course below, and shall be worked into a stiff and cohesive mass before another course shall be commenced. All materials required for forming embankments shall be taken from such places as the engineer shall direct.

19. No logs, trees, brush, stumps, roots, leaves, grass, or stones, shall be left in or admitted into any part of the embankment; and no frozen earth or clods shall be admitted into any embankments below grade, or be allowed to lie near the conduit above grade.

20. The banks when finished shall be made smooth on the top and on the slopes. When the section work is otherwise completed, the soil and muck removed in preparing for the excavation and embankment, if so ordered by the engineer, shall be thrown up so as to form the outer cover of the embankment, and shall be trimmed to the proper slopes.

PUDDLING.—21. The puddling, when any is required by the engineer, shall be regulated by him, as to quality, thickness, and disposition. It will be measured and paid for as embankment, to which the price affixed in the following proposals will be additional; it being understood to cover only the expense of cutting and working the clay to a tough and firm consistency.

RAMMING.—22. When embankment is required to be rammed, it shall be spread in courses over the whole or such portions of the work as the engineer shall direct, and shall be packed evenly and uniformly to prevent unequal settlement. Like puddling, it will be measured and estimated as embankment, to which the price affixed in the following proposals will be additional, it being understood to cover the expense of pounding or packing the embankment into a compact mass.

DRY WALLING.—23. Where dry walling of any kind is required, the contractor may be required to build it upon such plan, of such materials, in such manner, and at such time, as the engineer shall direct, and the value thereof shall be adjudged by the engineer; but the right is reserved to the engineer to contract with other parties, or

9. Where benching may be found necessary, the contractor will be required to make it at such time and in such manner as the engineer may direct.

EXCAVATIONS.—10. This is meant to include the mucking and benching, the trench for the conduit, the pits for culverts, and, where required, drains to and from them; the foundations and pits for piers and abutments of bridges and over-falls, and the construction of drains along the aqueduct.

11. The contractor will in all cases be required to excavate to such dimensions and upon such portions of the work as the engineer may direct, that the masonry and brick work may be commenced and carried on, if necessary, at the same time with the graduation, and he will dispose of the whole or any part of the excavation as the engineer shall prescribe.

12. In side-hill rock work the excavation shall be done in such manner as not to shatter or disturb the rock on the outer edge of the cut, but it shall be left a firm support to the conduit. And if at any point the contractor should be allowed by the engineer to cut in horizontally at or above *grade*, the additional walling or embankment, rendered necessary in consequence, will be made at the cost of the contractor. The excavation below grade, in rock work, shall be as nearly semi-circular as it can be made in blasting; and in earth it shall be carefully excavated to dimensions to be prescribed by the engineer, that it may be afterwards trimmed to the size and shape required for the brick work. Where it may be deemed expedient to cut back drains, or to widen the excavation along the trench, to obtain earth for embankment, the earth so obtained may, at the option of the engineer, be measured and estimated as excavation or embankment, with the proper haul, but will not be estimated as both.

13. Detached stone, less than three cubic feet in size, will be included in the third class of excavation, (item No. 4 of the following proposal;) all others not exceeding twenty cubic feet will be included with soft rock, (item No. 3.)

14. Where excavation is deposited in spoil bank, it shall be in good shape for moving into the back filling over the conduit.

15. Stone and rock excavated from the section work, and not required in its construction, shall be deposited as may be directed by the engineer, and the cost of transportation over five hundred feet shall be estimated by the engineer.

16. The price for excavation will cover the transportation five hundred feet; and this means that the whole excavation, or any part of it, upon one station or chain of one hundred feet, if required, will be hauled into embankment, rock filling, or spoil bank upon any part of the five nearest adjacent chains, on either side. The additional haul that may be required, over five hundred feet, will be proposed for at a stated price per cubic yard. The length of this additional haul will be measured from the centre of the chain between any two stations whence the material is taken, to the centre of the chain which is 500 feet from the place of deposite.

EMBANKMENT.—17. This term includes the formation of the bank in which the conduit is to rest where the ground is below grade, the cov-

EXCAVATION.

2. Of solid rock requiring blasting, per cubic yard.....	$0 80
3. Of soft rock and detached rock containing more than three and less than twenty cubic feet, per cubic yard...	40
4. Of gravel, earth, and loose stone, or any materials other than that described in Nos. 2 and 3, per cubic yard....	21

EMBANKMENT.

5. Of materials obtained from the excavation and transported over 500 feet, *in addition to the price for excavation;* haul per cubic yard, per 100 feet.....	1
6. Of materials not obtained from the excavation and hauled not over 500 feet, per cubic yard.....	25
7. Of materials not obtained from the excavation and hauled over 500 feet, in addition to No. 6; haul per cubic yard, per 100 feet	1
8. Puddling, of materials, paid as excavation or embankment, per cubic yard.....	14
9. Ramming, of materials, paid as excavation or embankment, per cubic yard.....	10

Signed by me this 24th day of November, 1855.

H. L. GALLAHER.

We, the undersigned, residents of , in the State of , hereby, jointly and severally, covenant with the United States, and guaranty, in case the foregoing bid of be accepted, that he or they will, within ten days after the acceptance of the said bid, execute a contract for the same, with good and sufficient sureties to perform the work or furnish the articles proposed in conformity to the terms of the advertisement under which it was made. And in case the said shall fail to enter into contract as aforesaid, we guaranty to make good the difference between the offer by the said and the next lowest bidder.

CAPT. M. C. MEIGS,
United States Engineers.

I hereby certify that, to the best of my knowledge and belief, the above-named guarantors are good and sufficient.

Washington Aqueduct.—Contract for Graduation.

Agreement between Hugh L. Gallaher, of the State of Virginia, of the first part, and Captain M. C. Meigs, of the corps of United States engineers, of the second part, acting under the authority of,

to employ persons by the day to construct the whole or any part of the walling upon any section.

GENERAL REMARKS.—24. All "haul" of materials, whether counted as excavation or embankment, will be estimated as though they were taken from, hauled, and deposited upon the centre line of the aqueduct, unless they shall be taken, by direction of the engineer, from some point over one hundred feet from the said line, in which case they will be estimated by the most direct line from the borrow pit to the centre of the chain upon which they shall be required.

PUBLIC AND PRIVATE ROADS.—25. No public or private way shall be disturbed or obstructed, except under the special direction of the engineer; and whatever extra work is done to prevent such obstruction, shall be according to the directions, and shall be paid for at the estimate of the engineer.

26. No ardent spirits shall be used or allowed on any part of the work, and no disorderly person or persons, objected to by the engineer, shall be retained in the employment of the contractor. Permitting men to board where ardent spirits are used or sold, though the premises should not be under the control of the contractor, will be considered a violation of this rule; any violation of it will be considered sufficient ground for the engineer to declare the contract void.

EXTRA WORK.—27. No allowance for extra work, beyond that specified, shall be made, except such as shall have been done by the special written order of the engineer. All claims for extra work must be presented to the engineer at the end of the month in which such extra work shall be done, to be settled in the estimate of work done within that month, or they will not be considered.

MONTHLY ESTIMATES.—28. Monthly estimates will be made between the first and tenth of each month approximate of the whole amount of work done within the month, and as soon thereafter as practicable a payment will be made of nine-tenths of such estimate. But should the contractor abandon the work, or the engineer declare the contract void, all the work not paid for, as well as the retained per-centage, will be forfeited to the United States.

29. No contract will be made with more than one person; and no contractor will be allowed to sublet the whole or any portion of his work, but will be required to give his personal and constant attention to the work during its progress.

30. The subscriber offers to contract for graduation between stations No. 7 and No. 141 + 50 upon sections Nos. 10, 11, 12, and 13, of the Washington aqueduct, at the prices mentioned in the following table, and to complete the work according to the preceding specification, and upon the terms and conditions stipulated in the contract which he may hereafter subscribe, a copy of which has been exhibited to and read by him.

GRUBBING.

1. Grubbing *and clearing* the trees, bushes, stumps, and roots from the space required for the excavation and embankments, per acre.....	$75 00

notification of the approval of this contract, if the United States shall so soon acquire the right to the land necessary for the work, or as soon thereafter as the said right shall have been acquired, that it shall be steadily prosecuted without intermission, with such force as shall, in the opinion of the engineer, secure its final completion by the 30th day of September, in the year 1856, at which time it shall be fully completed and delivered up; and it is further agreed, that in the event that the said work shall not be commenced, prosecuted, and completed, or if the contractor on being required thereto by the written order of the engineer in charge, the principal assistant engineer, or his assistant engineer, shall fail or refuse to increase the force employed on the work to such extent as in the opinion of the engineer shall be necessary to insure its completion in the stipulated time, or in case the contractor shall disobey any of the written orders of either of said engineers, or shall violate any of the conditions of this agreement, then, on a certificate of the fact, by the principal assistant engineer, made to the engineer in charge, the said engineer in charge may declare this contract forfeited, and thereupon the same shall then become null and void, and the United States shall thereupon be exonerated from every obligation thence arising; and the reserved percentage on the contract price, as well as all materials furnished and work performed, and upon which no estimate or payment may have been made, shall be forfeited to and become the right and property of the United States; and the said engineer in charge may thereafter agree with any other person for the execution of the unfinished work, or may complete the same by day's work; and the said party of the first part shall have no appeal from the opinion and decision aforesaid, and he hereby releases all right to except to or question the same in any place or under any circumstances whatever; but the party of the first part shall still remain liable to the party of the second part for the damages occasioned to him by the said failure, refusal, or disobedience; and it is further agreed between the parties, that in order to secure the punctual performance of the covenants above made by the party of the first part, and to indemnify and protect the party of the second part from loss in case of default and forfeiture of this contract, the said party of the second part shall be authorized to retain in his hands, until the completion of the contract, *ten per cent.* on the amount of moneys at any time due to the said party of the first part.

8. The contractor for this work shall not knowingly employ any man, either as overseer, laborer, or in any situation, who shall have been dismissed by the order of the engineer from any other part of the work, for bad workmanship, intemperance, or disorderly conduct. Nor shall he continue to employ any man who shall be declared by the engineer to be either disorderly, habitually intemperate, or a bad workman.

9. The contractor shall give his personal attention to the execution of the work hereby contracted for.

10. All buildings or fences on the line of the aqueduct shall be preserved, in such manner as the engineer may direct, by the con-

and for and in behalf of the United States of America, as engineer in charge of the Washington aqueduct, *witnesseth:*

1. That the party of the first part, for and in consideration of the matters hereinafter referred to and set out, covenants and agrees with the party of the second part, to clear, grub, muck, excavate, embank, ram or puddle, and do all other work required for the graduation of so much of sections Nos. 6 and 7, between stations No. 270 and No. 314, lying adjacent to the culverts Nos. 14 to 17, upon the profile of the Washington aqueduct, in the engineer's office, as may be necessary to raise the embankment around and over said culvert to the grade of the aqueduct, and to excavate so much of the trench as may be deemed necessary by the engineer to supply in whole, or in part, the materials of said embankment, and to do the same in conformity to the specifications hereunto annexed, which are to be taken as a part of this contract, and according to the directions from time to time to be given by the engineer.

2. The principal assistant engineer, or an assistant engineer, by his directions, shall, as soon as practicable, after the end of each month, make out an estimate of the quantity and value of each species of work done pursuant to this contract, at the prices contained in the annexed proposal. He shall also include the value of any extra work done in consequence of any alteration of the plan of the culvert which may have been adopted by the said engineer in charge, or of the materials required for its construction, when such alterations shall have caused an increased expense to the contractor; and when any such alteration shall have caused a saving of expense to the contractor, the engineer shall make a reasonable deduction therefor from the estimate so made; and if the said engineer in charge of the aqueduct shall approve said estimate, it is mutually agreed between the contracting parties that it shall be binding, and shall be paid by said engineer.

3. Within ten days after the return of any monthly estimate to the engineer in charge, nine-tenths of the sum appearing to be due, for work performed since the preceding estimate, shall be paid to the contractor.

4 Within thirty days after the work shall have been completed, and accepted by the engineer, a final estimate therefor shall be made and approved in the manner provided for making and approving monthly estimates, and shall in like manner be paid by said engineer in charge, together with the retained per-centage.

5. The work shall always be open to examination during its progress by the engineers, or other persons they may depute for that purpose, and the contractor shall, at all times, at his own expense, keep open a pathway alongside of the work, so that the above-mentioned persons may readily pass by the same, to the work above or below it.

6. At the expiration of every two weeks' work, a report shall be made by the contractor to the assistant engineer having charge of this work, of the average force of men, carts, &c., employed upon it for the preceding two weeks, according to such forms as shall be supplied by the engineer.

7. It is mutually agreed between the parties to this contract, that the work aforesaid shall be commenced within twenty days after the

administrators: *And provided further*, that this contract shall not be binding upon the United States until it shall have received the approval of the Secretary of War.

17. And for the true and faithful performance of all and singular the covenants, articles, and agreements hereinbefore particularly set forth, the subscribers hereunto bind themselves, jointly and severally, their and each of their successors, heirs, executors, and administrators.

18. Thus covenanted and agreed by the said parties this twenty-fourth day of November, in the year of our Lord one thousand eight hundred and fifty-five, (1855,) as witness their hands and seals.

H. L. GALLAHER. [L. S.]
M. C. MEIGS, [L. S.]
Captain of Engineers.

(Done in quadruplicate.)

Witnesses.—Z. W. DENHAM,
W. J. FITZPATRICK.

Specification for graduation on sections Nos. 5, 6, and 7, of the Washington Aqueduct.

PLAN AND DIMENSIONS OF THE AQUEDUCT.

1. The conduit will be circular, nine feet in diameter, to be built, generally, of three separate four-inch rings of bricks; the engineer reserving the right to omit one of the brick rings at such points as he may think proper.

2. The centre of the conduit will be the level of the *grade* at any point.

3. All excavations in earth for the bed of the conduit will be fourteen feet wide at grade, unless otherwise directed, with slopes generally in earth cutting one foot base to two feet rise, and in rock of one foot base to four feet rise, but may be changed to such other slopes as in the opinion of the engineer may be found necessary or advisable.

4. The embankments for the bed of the conduit will be generally 44 feet wide at grade, and will have outer slopes of two feet base to one foot rise. The top of the bank over the conduit will be 12 feet wide, and will be 8 feet above grade; but these dimensions may be increased or diminished as the engineer may direct.

5. The excavations for the conduit trench shall be cut down, and the embankments for the conduit bed shall be raised up to grade, before the excavation shall be made through them for the lower semicircle, except where rock is found or supposed to be, when the contractor may be required to excavate the whole trench before any embankment shall be made.

CLEARING AND GRUBBING.—6. Before commencing any excavation or embankment, the ground shall be cleared of all timber, wood, or brushwood, for at least 30 feet on each side of the centre line; and the whole base of the excavation and embankment, and as much on

tractor, who shall protect them from injury by his hands, and, as far as practicable, by any other persons.

11. The engineer shall have the power to prescribe the manner of preparing for, beginning, and conducting every species of work to be done under this agreement, with reference to its purpose and the durability of the work, and his instructions shall be promptly obeyed; and if he shall disapprove of the quality of any work, it shall be the duty of the contractor to take down at his own expense, and rebuild so much thereof as shall be disapproved of; and if the contractor shall neglect or refuse to take down and rebuild work so disapproved of, the engineer shall cause the same to be done at his cost.

12. It is understood and agreed that all orders given by an engineer, and which shall cause an increase or diminution in the quantity or value of the work to be performed, shall be given in writing; and that when any claim shall be made by the contractor for extra compensation for work performed under such orders, the orders shall be produced; and all claims for extra work must be made on or before the close of the month in which it is claimed to have been done, or it shall not be paid for at all.

13. It is further agreed that in case of the death, resignation, removal, or absence of any engineer, the United States, by its proper officers, may depute any other engineer to act in his place.

14. The United States reserves the right to suspend the work under this contract at any time, and when the work has been faithfully performed by the contractor, he will be paid in full for all work done up to the time of such suspension.

15. Payments will be made to the contractor in drafts upon the treasury of the United States for coin. No estimate after the first shall be paid, unless the engineer is satisfied that the hands employed upon the work have been paid for the work of the month preceding, as provided in the advertisement under which this contract is made, and a copy of which is hereto annexed.

16. And it is further stipulated and agreed that no member of Congress shall be admitted to any share or part in this contract or agreement, or to any benefits to arise therefrom; and this contract shall be in all its parts subject to the terms and conditions of an act of Congress, passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled "An act concerning public contracts."

And this contract is also expressly understood to be subject to the terms and conditions of the joint resolution of Congress, approved April 14th, 1852, containing a proviso in the following terms, to wit: "*Provided*, nothing herein contained shall be so construed as to authorize any officer of the United States to bind the United States by contract beyond the amount appropriated by Congress, or to sanction any such contract heretofore made;" *Provided, also*, that it is expressly understood and agreed, that this contract, nor any part thereof, shall not be sublet nor assigned; but that it shall be well and truly carried out and fulfilled in good faith by the above-recited party of the first part, and that all payments on account thereof shall be made to the aforesaid party of the first part, his heirs, executors, or

administrators: *And provided further*, that this contract shall not be binding upon the United States until it shall have received the approval of the Secretary of War.

17. And for the true and faithful performance of all and singular the covenants, articles, and agreements hereinbefore particularly set forth, the subscribers hereunto bind themselves, jointly and severally, their and each of their successors, heirs, executors, and administrators.

18. Thus covenanted and agreed by the said parties this twenty-fourth day of November, in the year of our Lord one thousand eight hundred and fifty-five, (1855,) as witness their hands and seals.

H. L. GALLAHER. [L. S.]
M. C. MEIGS, [L. S.]
Captain of Engineers.

(Done in quadruplicate.)

Witnesses.—Z. W. DENHAM,
W. J. FITZPATRICK.

Specification for graduation on sections Nos. 5, 6, and 7, of the Washington Aqueduct.

PLAN AND DIMENSIONS OF THE AQUEDUCT.

1. The conduit will be circular, nine feet in diameter, to be built, generally, of three separate four-inch rings of bricks; the engineer reserving the right to omit one of the brick rings at such points as he may think proper.

2. The centre of the conduit will be the level of the *grade* at any point.

3. All excavations in earth for the bed of the conduit will be fourteen feet wide at grade, unless otherwise directed, with slopes generally in earth cutting one foot base to two feet rise, and in rock of one foot base to four feet rise, but may be changed to such other slopes as in the opinion of the engineer may be found necessary or advisable.

4. The embankments for the bed of the conduit will be generally 44 feet wide at grade, and will have outer slopes of two feet base to one foot rise. The top of the bank over the conduit will be 12 feet wide, and will be 8 feet above grade; but these dimensions may be increased or diminished as the engineer may direct.

5. The excavations for the conduit trench shall be cut down, and the embankments for the conduit bed shall be raised up to grade, before the excavation shall be made through them for the lower semicircle, except where rock is found or supposed to be, when the contractor may be required to excavate the whole trench before any embankment shall be made.

CLEARING AND GRUBBING.—6. Before commencing any excavation or embankment, the ground shall be cleared of all timber, wood, or brushwood, for at least 30 feet on each side of the centre line; and the whole base of the excavation and embankment, and as much on

each side as may be required by the engineer, shall be well and thoroughly grubbed, and all wood, brush, and roots removed therefrom; and where it may be found necessary to obtain embankment from points outside of the trench, the surface shall also first be grubbed.

7. The contractor for the section work will be required to preserve such timber and posts as in the opinion of the engineer may be required upon other parts of the aqueduct, and the residue, or so much as he may require, may be used by the contractor.

MUCKING AND BENCHING.—8. The surface of the ground through which excavations are to be made, and upon which embankments will be built, after being grubbed as above described, shall be excavated to such depth as, in the opinion of the engineer, may be sufficient to remove all leaves, grass, soil, and mould; and this *mucking*, so removed, shall be placed at such convenient point outside of the embankment stakes as may be directed by the engineer, that it may be used as an outer covering to the banks when finished; and where embankment shall be obtained outside of the excavation, for the trench, the mucking shall in like manner be first removed and disposed of as the engineer may direct.

9. Where benching may be found necessary, the contractor will be required to make it at such time and in such manner as the engineer may direct.

EXCAVATIONS.—10. This is meant to include the mucking and benching—the trench for the conduit, the pits for culverts, and, where required, drains to and from them; the foundations and pits for piers and abutments of bridges and over-falls, and the construction of drains along the aqueduct.

11. The contractor will in all cases be required to excavate to such dimensions and upon such portions of the work as the engineer may direct, that the masonry and brick work may be commenced and carried on, if necessary, at the same time with the graduation, and he he will dispose of the whole or any part of the excavation as the engineer shall prescribe.

12. In side-hill rock work the excavation shall be done in such manner as not to shatter or disturb the rock on the outer edge of the cut, but it shall be left a firm support to the conduit. And if at any point the contractor should be allowed by the engineer to cut in horizontally at or above *grade*, the additional walling or embankment, rendered necessary in consequence, will be made at the cost of the contractor. The excavation below grade, in rock work, shall be as nearly semi-circular as it can be made in blasting; and in earth it shall be carefully excavated to dimensions to be prescribed by the engineer, that it may be afterwards trimmed to the size and shape required for the brick work. Where it may be deemed expedient to cut back drains, or to widen the excavation along the trench, to obtain earth for embankment, the earth so obtained may, at the option of the engineer, be measured and estimated as excavation or embankment, with the proper haul, but will not be estimated as both.

13. Detached stone, less than three cubic feet in size, will be included in the third class of excavation, (item No. 4 of the follow ng

void, all the work not paid for, as well as the retained per-centage, will be forfeited to the United States.

29. No contract will be made with more than one person ; and no contractor will be allowed to sublet the whole or any portion of his work, but will be required to give his personal and constant attention to the work during its progress.

30. The subscriber offers to contract for graduation between stations No. 200 and No. 320, upon sections Nos. 5, 6, and 7, of the Washington aqueduct, at the prices mentioned in the following table, and to complete the work according to the preceding specification, and upon the terms and conditions stipulated in the contract which he may hereafter subscribe, a copy of which has been exhibited to and read by him.

GRUBBING.

1. Grubbing *and clearing* the trees, bushes, stumps, and roots from the space required for the excavation and embankments, per acre	$75 00

EXCAVATION.

2. Of solid rock requiring blasting, per cubic yard	85
3. Of soft rock and detached rock containing more than three and less than twenty cubic feet, per cubic yard	35
4. Of gravel, earth, and loose stone, or any materials other than that described in Nos. 2 and 3, per cubic yard	20

EMBANKMENT.

5. Of materials obtained from the excavation and transported over 500 feet, *in addition to the price for excavation*—haul per cubic yard, per 100 feet	1
6. Of materials not obtained from the excavation and hauled not over 500 feet, per cubic yard	30
7. Of materials not obtained from the excavation and hauled over 500 feet—in addition to No. 6; haul per cubic yard, per 100 feet	1
8. Puddling—of materials—paid as excavation or embankment, per cubic yard	15
9. Ramming—of materials—paid as excavation or embankment, per cubic yard	11

Signed by me this 24th day of November, 1855.

H. L. GALLAHER.

To Captain M. C. Meigs, U. S. Engineers:

We, the undersigned, residents of ———, in the State of ———, hereby, jointly and severally, covenant with the United States, and guaranty, in case the foregoing bid of ——— be accepted, that he or they will, within ten days after the acceptance of the said bid, execute a contract for the same, with good and sufficient sureties, to perform the work or furnish the articles proposed in conformity to the terms

PUDDLING.—21. The puddling, when any is required by the engineer, shall be regulated by him, as to quality, thickness, and disposition. It will be measured and paid for as embankment, to which the price affixed in the following proposals will be additional; it being understood to cover only the expense of cutting and working the clay to a tough and firm consistency.

RAMMING.—22. When embankment is required to be rammed, it shall be spread in courses over the whole or such portions of the work as the engineer shall direct, and shall be packed evenly and uniformly to prevent unequal settlement. Like puddling, it will be measured and estimated as embankment, to which the price affixed in the following proposals will be additional, it being understood to cover the expense of pounding or packing the embankment into a compact mass.

DRY WALLING.—23. Where dry walling of any kind is required, the contractor may be required to build it upon such plan, of such materials, in such manner, and at such time, as the engineer shall direct, and the value thereof shall be adjudged by the engineer; but the right is reserved to the engineer to contract with other parties, or to employ persons by the day to construct the whole or any part of the walling upon any section.

GENERAL REMARKS.—24. All "haul" of materials, whether counted as excavation or embankment, will be estimated as though they were taken from, hauled, and deposited upon the centre line of the aqueduct, unless they shall be taken, by direction of the engineer, from some point over one hundred feet from the said line, in which case they will be estimated by the most direct line from the borrow pit to the centre of the chain upon which they shall be required.

PUBLIC AND PRIVATE ROADS —25. No public or private way shall be disturbed or obstructed, except under the special direction of the engineer; and whatever extra work is done to prevent such obstruction, shall be according to the directions, and shall be paid for at the estimate of the engineer.

26. No ardent spirits shall be used or allowed on any part of the work, and no disorderly person or persons, objected to by the engineer, shall be retained in the employment of the contractor. Permitting men to board where ardent spirits are used or sold, though the premises should not be under the control of the contractor, will be considered a violation of this rule; any violation of it will be considered sufficient ground for the engineer to declare the contract void.

EXTRA WORK.—27. No allowance for extra work, beyond that specified, shall be made, except such as shall have been done by the special written order of the engineer. All claims for extra work must be presented to the engineer at the end of the month in which such extra work shall be done, to be settled in the estimate of work done within that month, or they will not be considered.

MONTHLY ESTIMATES.—28. Monthly estimates will be made between the first and tenth of each month approximate of the whole amount of work done within the month, and as soon thereafter as practicable a payment will be made of nine-tenths of such estimates. But should the contractor abandon the work, or the engineer declare the contract

void, all the work not paid for, as well as the retained per-centage, will be forfeited to the United States.

29. No contract will be made with more than one person ; and no contractor will be allowed to sublet the whole or any portion of his work, but will be required to give his personal and constant attention to the work during its progress.

30. The subscriber offers to contract for graduation between stations No. 200 and No. 320, upon sections Nos. 5, 6, and 7, of the Washington aqueduct, at the prices mentioned in the following table, and to complete the work according to the preceding specification, and upon the terms and conditions stipulated in the contract which he may hereafter subscribe, a copy of which has been exhibited to and read by him.

GRUBBING.

1. Grubbing *and clearing* the trees, bushes, stumps, and roots from the space required for the excavation and embankments, per acre	$75 00

EXCAVATION.

2. Of solid rock requiring blasting, per cubic yard	85
3. Of soft rock and detached rock containing more than three and less than twenty cubic feet, per cubic yard	35
4. Of gravel, earth, and loose stone, or any materials other than that described in Nos. 2 and 3, per cubic yard	20

EMBANKMENT.

5. Of materials obtained from the excavation and transported over 500 feet, *in addition to the price for excavation*—haul per cubic yard, per 100 feet	1
6. Of materials not obtained from the excavation and hauled not over 500 feet, per cubic yard	30
7. Of materials not obtained from the excavation and hauled over 500 feet—in addition to No. 6; haul per cubic yard, per 100 feet	1
8. Puddling—of materials—paid as excavation or embankment, per cubic yard	15
9. Ramming—of materials—paid as excavation or embankment, per cubic yard	11

Signed by me this 24th day of November, 1855.

H. L. GALLAHER.

To Captain M. C. Meigs, U. S. Engineers:

We, the undersigned, residents of ———, in the State of ———, hereby, jointly and severally, covenant with the United States, and guaranty, in case the foregoing bid of ——— be accepted, that he or they will, within ten days after the acceptance of the said bid, execute a contract for the same, with good and sufficient sureties, to perform the work or furnish the articles proposed in conformity to the terms

of the advertisement under which it was made. And in case the said ——— shall fail to enter into contract as aforesaid, we guaranty to make good the difference between the offer by the said ——— and the next lowest bidder.

I hereby certify that, to the best of my knowledge and belief, the above-named guarantors are good and sufficient.

——— ———.

WASHINGTON AQUEDUCT.

OFFICE OF THE WASHINGTON AQUEDUCT,
Washington, March 7, 1855.

Proposals are invited for graduation stone and brick masonry, dams, tunnels, and other work of the Washington aqueduct.

Proposals, received up to the 8th of May, will be opened at noon of that day.

Maps, profiles, and specifications of the work, will be ready for examination on and after the 20th day of April next.

Proposals will be received for the work of particular culverts, bridges, &c., as described in the plans and specifications.

Portions only of some of the works can be completed under the present appropriation; but all contracts for unfinished work will be subject to future appropriations by Congress. The engineer reserves the right to prescribe the amount of work to be done, and rate of progress under each contract for each appropriation; and in case of the appropriation not holding out sufficiently, to decide when and what works shall be stopped until funds become available.

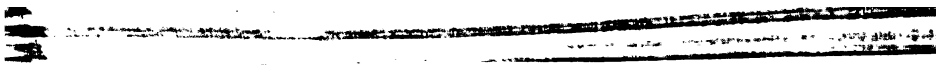
In case of the entire stoppage of any particular work for want of funds, the reserved ten per cent. will be paid, if, in the judgment of the engineer, the work has been properly executed so far as it has gone.

Payments will be made in specie checks upon the United States treasury, upon the monthly estimates of the engineer, reserving 10 per cent.; and it will be a condition of all contracts that the workmen shall be paid their full wages monthly, and in specie.

All bids should be sealed, and endorsed "Proposals for work on the Washington Aqueduct."

The United States reserves the right to reject any or all the bids should they not be deemed advantageous, and to make such arrangements as may be considered most conducive to the progress of the work.

Every offer must be accompanied by a written guaranty, signed by one or more responsible persons, to the effect that he or they undertake that the bidder or bidders will, if his or their bid be accepted, enter into an obligation, within ten days, with good and sufficient securities, for the completion of the work undertaken; said guaranty to be accompanied by the certificate of the United States district judge, United States district attorney, navy agent, or some officer of the general government, or individual known to the engineer or Depart-



aqueduct, according to the specifications and such directions as may from time to time be given to said Hugh L. Gallaher, by said Captain M. C. Meigs, or his assistant engineers, the said contract being hereunto annexed, then the foregoing obligation to be void and of no effect; otherwise to remain in full force and virtue in law.

SAMUEL McELROY. [L. S.]
THOMAS STEERS. [L. S.]

Signed, sealed, and delivered, in presence of—
JACOB LANTZ.

EDINBURG, SHENANDOAH COUNTY, VA.,
November 30, 1855.

I certify that I am acquainted with Samuel McElroy, of Jefferson county, Va., and Thomas Steers, of Lancaster county, Pa., the sureties named in the above bond, and that they are severally freeholders and residents as aforesaid, and in my opinion sufficient sureties for the purposes mentioned in the within bond.

RICHARD MILLER, *P. M.*

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 83.

SITE FOR MARINE HOSPITAL—CINCINNATI.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

RELATIVE TO

The appropriation to provide accommodation for sick and disabled seamen at Cincinnati, and recommending an additional appropriation for the erection of a building.

APRIL 14, 1856.—Referred to the Committee of Ways and Means.

TREASURY DEPARTMENT, *April* 10, 1856.

SIR: Referring to the act of Congress of the 4th August, 1854, in the following words, viz:

"To provide accommodation for sick and disabled seamen at Cincinnati, Ohio, fifty thousand dollars; and the Secretary of the Treasury is authorized to use such part of said sum for the purchase of a site for a marine hospital at said place, as he may deem expedient;"

I have the honor to state, that this department could not procure a building suitable for the purposes contemplated, within the means of the appropriation; that an examination was then made of the lots offered as sites for a building, and an eligible one selected. There has been paid for said site the sum of $36,000, leaving available far less than the amount required to construct the building.

It is estimated that a brick building entirely fire-proof, with floors constructed of iron beams and brick arches, and an iron roof, of sufficient size to accommodate about one hundred patients, would cost, in addition to the balance of the appropriation now available, the sum of $86,000.

I have, therefore, to recommend the appropriation of that sum for the purposes designated, together with ten per cent. thereon, for the contingent expenses of the work.

I have the honor to be, very respectfully,

JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. BANKS, Jr.,
Speaker of the House of Representatives.

34th CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 84.

LOUISVILLE AND PORTLAND CANAL.

LETTER

FROM THE

SECRETARY OF THE TREASURY,

TRANSMITTING

A copy of the report of the Louisville and Portland Canal Company.

APRIL 14, 1856.—Referred to the Committee on Commerce.

TREASURY DEPARTMENT, *April* 14, 1856.

SIR: Enclosed is the report of the Louisville and Portland Canal Company by its president, referred to in my communication under date of the 1st instant, in answer to a resolution of the House of Representatives. I also communicate a letter from the president, estimating for the repairing, and making the three lift-locks into two of greater length, and with sufficient capacity to pass the largest boats on the river.

I am, very respectfully,
JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. BANKS, Jr.,
Speaker of the House of Representatives.

OFFICE OF THE LOUISVILLE AND PORTLAND CANAL,
Louisville, April 8, 1856.

SIR: Your communication of ~~the~~ 29th ultimo was duly ~~received~~, ~~and~~, ~~in compliance with your~~ request, I forward herewith a copy of my last report of the Louisville and Portland canal.

You will observe that the expenditures were presented under seven different heads, the amounts under each being given.

The season of the year is approaching when we shall be able to resume the improvements on the canal, to wit: the basins, removing the projecting ledges of stone, &c.

shall, president; J. H. Rhorer, secretary; and G. W. Meriwether, treasurer.

Respectfully submitted:

JAMES MARSHALL,
President.

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

One new mud-boat and two scows.....	$7,200 00	
Boom at head of canal.....	1,200 00	
		$49,154 52
Balance of cash in the treasury.....		51,099 08

Throughout the year the river continued, almost without intermission, so high that but little progress could be made in the improvements that had been determined on. All was done in excavating and walling the basins that the stage of the water permitted; and all that could be done towards removing the projecting ledges of stone was to drill the holes preparatory to blasting. The river continued throughout the year too high to shut off the water from the canal, therefore we were unable to blast off the stone.

Not much further progress can be made with the basins, and none to the removal of the projecting stone, until the occurrence of low water the coming season; by which time we may reasonably expect the accruing tolls, added to the amount now in the treasury, will amount to a sum sufficient to complete the basins, and such other improvements as are important, and enable the work to do all that the public interest expects of it.

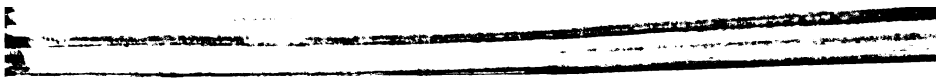
It affords me pleasure to state, that the operations of the canal for the year have gone on pleasantly and satisfactorily to the steamboat men, and that the superintendent, Captain E. Lockhart, has given great satisfaction. It has happened in former years, in the busiest season, that not all the boats wishing to pass through the canal could be passed; but during the past year, a much larger number of boats passed through the canal than in any preceding year—indeed, *all* were passed that wished to be; and we deem it but just to Captain Lockhart to state the circumstance, as the result of his skilful and energetic management of the work.

In compliance with the request contained in your communication of the 24th ultimo, I would state that John Hulme, Charles H. Lewis, Charles W. Short, James Marshall, and J. H. Rhorer, own each one share of the stock of the Louisville and Portland Canal Company, making five shares; the remaining nine thousand nine hundred and ninety-five shares are in the name of the United States.

The individuals above named, making the Board of President and Directors, as provided by the charter and by-laws, will cheerfully continue to manage the work as long as it may remain unaccepted by the government. They have not received any advance, or part of the share they each hold. The amended charter of the company fixes the price of the shares, according to which they are this day worth each two hundred and sixty-seven dollars, ($267.)

Some weeks ago, Mr. Hulme signified his wish to withdraw from the board, as his residence is so remote that he can be of no service. We have induced G. W. Meriwether, esq., to purchase Mr. Hulme's share, so as to be eligible as a director, and we shall appoint him in Mr. Hulme's place in the board on next Monday, the time for the annual meeting.

The present organization of the company is as follows: James Max-



34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 85.

ESTIMATES—POST OFFICE DEPARTMENT.

LETTER

FROM

THE POSTMASTER GENERAL,

TRANSMITTING

Estimates for the service of the Post Office Department for the year commencing July 1, 1856.

April 14, 1856.—Referred to the Committee of Ways and Means.

Post Office Department,
April 14, 1856.

Sir: In obedience to the 2d section of the "Act to change the organization of the Post Office Department," &c., approved July 2, 1836, I respectfully submit specific estimates of the sums of money expected to be required for the service of the year commencing July 1st, 1856.

For transportation of the mails (inland)	$6,140,000
For compensation to postmasters	2,150,000
For clerks for offices, (for post offices)	715,000
For ship, steamboat, and way letters	20,000
For wrapping paper	48,500
For office furniture, in the post offices	6,500
For advertising	85,000
For mail-bags	58,500
For blanks	85,000
For mail-locks, keys, and stamps	18,500
For mail depredations, and special agents	65,000
For postage stamps, and stamped envelopes	75,000
For miscellaneous	170,000
	9,637,000

I am, very respectfully, your obedient servant,
JAMES CAMPBELL,
Postmaster General.

Hon. N. P. Banks, Jr.,
Speaker of the House of Representatives.

ury for ocean mail service. See Statutes, vol. x, pp. 239 and 681; see also act of August 30, 1852, vol. x, p. 38.

I am, very respectfully, your obedient servant,

JAMES CAMPBELL,
Postmaster General.

Hon. N. P. BANKS, JR.,
Speaker House of Representatives.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 86.

ESTIMATES—FOREIGN MAIL SERVICE.

LETTER

FROM

THE POSTMASTER GENERAL,

TRANSMITTING

Estimates for the Foreign Mail Service.

April 14, 1856.—Referred to the Committee of Ways and Means.

Post Office Department,
April 14, 1856.

Sir: Pursuant to the 2d section of the "Act to change the organization of the Post Office Department," &c., approved July 2, 1836, I respectfully submit an estimate for the foreign mail service for the year commencing July 1, 1856, so far as the same is payable out of the revenues of the Post Office Department.

For transportation of the mail in two steamships, from New York by Southampton to Bremen, under the contract with the Ocean Steam Navigation Company, of New York, at $100,000 a year for each ship.....	$200,000
For transportation of the mail in two steamships, from New York, by Cowes, to Havre, under the contract aforementioned, at $75,000 a year for each ship.....	150,000
For transportation of the mail between Charleston, S. C., and Havana.....	50,000
For expenses of transporting the mails across the Isthmus of Panama.....	135,000
	535,000

I take this occasion to state that there is a subsisting contract for the transportation of the mail between New Orleans and Vera Cruz, by way of Tampico, for the sum of $69,750 per annum, and that this sum has always been embraced in the appropriations out of the treas-

ury for ocean mail service. See Statutes, vol. x, pp. 239 and 681; see also act of August 30, 1852, vol. x, p. 38.

I am, very respectfully, your obedient servant,

JAMES CAMPBELL,
Postmaster General.

Hon. N. P. BANKS, JR.,
Speaker House of Representatives.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 87.

ADDITIONAL CLERKS FOR SECOND AUDITOR.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

ASKING

For additional Clerks for the Office of Second Auditor.

APRIL 14, 1856.—Referred to the Committee of Ways and Means.

TREASURY DEPARTMENT,
April 11, 1856.

SIR: Referring to my letter to you of the 1st instant, asking for this department seven additional clerks, I have now the honor to request that two more clerks, one of the third and one of the second class, be added thereto for the office of the Second Auditor of the Treasury, and enclose a copy of a letter from that Auditor explaining the cause of such increase of clerical force being required.

I am, very respectfully,
JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. BANKS, Jr.,
Speaker of the House of Representatives.

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE,
February 13, 1856.

SIR: I have the honor to transmit, herewith, the statement of the clerks and other persons employed in this office during the year 1855, or any part thereof, showing the amount paid to each on account of salary, including the per centum of the messengers and laborers, per act of 4th August, 1854, sections 1 and 6.

In making this report, I feel it my duty to inform you that, owing to the increase of the army, as well as the extension of the obligations and intercourse of the government with various Indian tribes, the

public business requires an additional clerical force in this bureau. I think with two more clerks, of the third class, I may be able to meet the demands consequent upon the causes to which I have referred.

Very respectfully, your obedient servant,

P. CLAYTON,
Second Auditor.

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 88.

DUBUQUE AND THE ILLINOIS CENTRAL RAILROAD.

LETTER

FROM

THE POSTMASTER GENERAL,

TRANSMITTING

A copy of the memorial of the city authorities of Dubuque in regard to the carrying of the mails by the Galena and Minnesosa Packet Company, and in relation to the Illinois Central railroad.

April 15, 1856.—Referred to the Committee on the Post Office and Post Roads.

Post Office Department, *April* 9, 1856.

Sir: In compliance with the resolution of the House of Representatives passed on the 7th instant, I have the honor to communicate herewith "a copy of the memorial of the city authorities of Dubuque, Iowa, in relation to the Illinois Central railroad, and the carrying the mails by the Galena and Minnesota Packet Company," dated at Dubuque, January 17, 1856.

Very respectfully, your obedient servant,

JAMES CAMPBELL.

Hon. Nathaniel P. Banks, Jr.,
Speaker of the House of Representatives.

To Franklin Pierce, President of the United States, and Hon. James Campbell, Postmaster General:

Your memorialists respectfully but earnestly protest against the granting of any further contract for the transportation of the United States mails upon the Mississippi river, above this city, to the Galena Packet Company; and they earnestly press upon the consideration of the President and of the Post Office Department the propriety of rescinding and annulling the contract entered into with the Galena Packet Company in 1854, in consequence of the many grave and outrageous *neglects* and failures of that company to supply the post office

how it is that they will continue to be so delivered as long as the carrying is done by the Galena Packet Company.

Your memorialists, in this connexion, respectfully call the attention of the President, and of the Post Office Department, to the manner in which the provisions of the act of Congress making the railroad grant to Illinois, approved September 20, 1850, have been complied with, so far as Dubuque is concerned. The act provides that the branch of the railroad in this direction shall extend, "via the town of Galena, to Dubuque, in the State of Iowa." In point of fact, the road actually terminates at Dunleith, in the State of Illinois. In order to reach Dubuque, the passenger proceeds to Dunleith, the terminus of the road in point of fact, and thence hires his passage to the terminus of the road under the act of Congress, by a ferry-boat, owned in great part by the agents and officers of the Illinois Central Railroad Company. The company does not ticket to Dubuque, and all freight stops at the east bank of the Mississippi. Tickets may be bought on the line of the road, and at New York, and the principal cities east, which will take the passenger over this road, and will take him by the way of the Galena Packet Company to St. Paul, and other towns north of us on the river; but no ticket can be bought, and no receipt for freight can be obtained, which will take passenger or freight to Dubuque, without additional expense when the Mississippi is reached. Dubuque is unknown upon the tickets and waybills of the company.

Your memorialists submit that this is in violation of the act of Congress aforesaid; that the company is bound by that act to provide its own means of transportation of freight and passengers to "Dubuque, in the State of Iowa;" that, in order fully to carry out the spirit and letter of that act, the Illinois Central Railroad Company should do at this place what other companies are doing at various places below us, and are preparing to do at places above us—viz: bridge the Mississippi; and, until such time as a bridge can be constructed, the company should provide other means of its own for continuing the transportation, so that the actual terminus of the road shall be the same fixed by Congress. We insist that, to make the practical terminus of the road at Dunleith, is in violation of the act of Congress providing for its construction, and that the road cannot be considered as completed until the same has been extended to this city by a bridge.

DUBUQUE, *January* 17, 1856.

JOHN G. SHIELDS,
Mayor of the city of Dubuque.

Per order of the City Council:
P. W. CRAWFORD, *Recorder.*

F. V. GOODRICH,
President of the Board of Trade of Dubuque.

Per order of the Board of Trade:
EDWIN JAMES, JR., *Secretary.*

at this place, have published to the world that letter mails have frequently been left lying upon the levee exposed to depredations, not only through negligence, but through determined obstinacy. The mails have often been thrown upon the public landing at Dunleith, opposite this city, and left to remain there unprotected for two or three days. These things have not been done once or twice merely, but repeatedly, and in a manner which demonstrates the acts to be the result, not of accident, or even mere negligence, but of deliberate purpose. That these things should be done, may be to some a matter of surprise; but to us, it was as certain that they would be done, and it is as certain that they will continue to be done, as that the Galena Packet Company should be contractors for carrying the mail on route 14009.

The present actual terminus of the Illinois Central railroad on the Mississippi river is at Dunleith, opposite this city. The Galena Packet company Connects with the Illinois Central railroad at Dunleith. With the "*animus*" governing the Galena company, it is not wonderful that every influence of theirs should be thrown in favor of Dunleith, as against Dubuque; and of this, when the influence is legitimately exercised, we should be the last to complain. But when, in addition to landing our passengers and freight on the east side of the river, utterly ignoring this city, they land our mails there too, and let them lie there two or three days, it seems high time to put to the Post Office Department the question, whether such a company is fit to be the carrier of the United States mails?

The Illinois Central Railroad Company seems to be implicated with the Galena company in this petty but vexatious warfare upon Dubuque. A written contract was entered into in the spring of 1855 between the two companies, and parts of the contract were read to one of your memorialists by the agent of the Illinois Central Railroad Company in this city, and assurances were given that there was no contract and no understanding by which Dunleith hotels and warehouses were to be supplied with business at the expense of fair dealing towards Dubuque. These assurances, if not designed to deceive, do not accord with the uniform practice of the two companies subsequently. The times fixed for the arrival and departure of the cars during a part of the time; the times fixed for the arrival and departure of the boats; the manner in which this took place; the studied disregard of the interest and convenience of our citizens; the habit of the boats on downward trips to always land at Dunleith first, and very often not to land at Dubuque at all; the habit of the boats on upward trips to always start from Dunleith last, and generally not to touch at Dubuque at all—betokened a state of things not satisfactorily explained by the known hostility of the Galena company, but which is perfectly explained when we note the fact that some of the directors of the Illinois Central Railroad Company are large owners in the ferry between this city and Dunleith, in the warehouses, and the costly hotel at Dunleith, and in the entire site and town of Dunleith. These facts might be of small import to the Post Office Department, however interesting to us, but that they explain why and how it is that our mails are delivered in the manner we complain of, and why and

vent our making the cellars or basements of our buildings of much avail, except for the purposes of furnace or fuel-rooms, and for storage of that kind of articles which may be done in a lower story, it would preclude the using the same as work-rooms for the department; therefore, that portion may be used for the purposes of a bonded warehouse.

For the various divisions, I would refer you to the plans and drawings furnished.

Yours, very respectfully,
WM. B. OLMSTEAD, *Architect.*

J. COOK, Esq,
Postmaster, Chicago, Ill.

POST OFFICE, *Chicago, April* 8, 1856.

SIR: Your letter of instructions of March 6th, and with it a copy of resolutions of the House of Representatives, passed March 4, 1856, for the enlargement of Chicago post office and custom-house, was duly received.

I would beg leave to state that the present plan will not be sufficient, nor could the business be done in the basement of the building, as we have no basements below ground over three feet that are dry, as you will see by statement of the architect, who, with myself, has made a careful examination. The basement cannot be used for post-office purposes, but could be used for a bonded warehouse, which is much needed in this city, and would be of great importance to that department, as it would be directly connected with the custom-house.

With this view, I send you the plans and alterations got up carefully by Mr. Olmstead, architect, and myself, showing the size actually necessary for the post-office business. We have now about three thousand boxes, and have not near enough to accommodate the citizens. Under the present new arrangement, or plan, there will be about four thousand boxes, which, if all rented, will bring about eight thousand dollars per annum. The distributing rooms and other apartments, according to the plans I send you, would be a very proper size, and none too large to do the business even at the present time. The amount of the additional cost I have not added, for I do not know what the contract was on the former plan. You will see by these plans that the building has been increased in size a little less than one-third, which will add nearly one-third to the cost of the building. The building will be one hundred feet by one hundred and twenty feet, and one hundred feet on Monroe street by one hundred and twenty feet on Dearborn street, which will give nearly double the amount of room.

You will notice that I have taken much care in getting up the plans for the enlargement, in order to give the proper idea of what is necessary for the business. I herewith transmit the statement of the architect, with the plans, and hope it will be satisfactory.

Very respectfully, your obedient servant,
J. COOK, *Postmaster.*

Hon. JAMES CAMPBELL,
Postmaster General, Washington, D. C.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 89.

CHICAGO CUSTOM-HOUSE, &c.

LETTER

FROM

THE POSTMASTER GENERAL,

COMMUNICATING

Information in regard to the building now being constructed at Chicago for a custom-house, &c.

APRIL 16, 1856.—Referred to the Committee on Commerce.

POST OFFICE DEPARTMENT,
April 15, 1856.

SIR: In compliance with the resolution of the House of Representatives of the 4th of March, 1856, requesting information in relation to the building in process of construction at Chicago, Illinois, for a custom-house, post office, &c., I have the honor to enclose herewith a copy of a letter to the postmaster of Chicago, from Wm. B. Olmstead, architect, and of a letter from the postmaster of Chicago in answer to one from the department, as furnishing all the information in possession of this department on the subject.

I have the honor to be, very respectfully, your obedient servant,
JAMES CAMPBELL.

Hon. N. P. BANKS, Jr.,
Speaker House of Representatives, Washington D. C.

CHICAGO, *April* 9, 1856.

DEAR SIR: I hereby transmit to you the enlarged plans of the post office and custom-house, as required for the business of Chicago:

Firstly. The plans call for the same specifications and working-drawings as the original building furnished by the department; and the only change is enlarging the plans and changing the rooms. As the basements in this city, from the peculiar construction of the soil, pre-

burse the amount required for legal charges attendant upon the administration of justice in the District of Columbia, renders his accounts semi-annually, for the terms ending respectively on the 30th of June and the 31st of December, the entire year of 1855 is selected, as the information cannot be given for the period designated in the resolution.

"*Thirty-fourth Congress, first session—Congress of the United States.*

"IN THE HOUSE OF REPRESENTATIVES, *April* 17, 1856.

"On motion of Mr. Stanton,

"*Resolved*, That the Secretary of the Treasury be requested to inform this House what amount of money has been paid from the national treasury for costs in criminal cases, and on warrants to prevent breaches of the peace, in the District of Columbia, for the year ending March 30, 1856; and whether, in his opinion, any legislation is necessary to protect the treasury against unjust claims on account of such costs."

Statement of costs for 1855.

Marshal	$3,389 55
Attorney	5,325 00
Clerk (December term not returned)	4,275 27
Jurors	4,547 50
Witnesses	3,946 40
Jail, guards, and all other costs	14,176 12
Contingencies	1,450 64
Support of prisoners	4,182 34
Magistrates' costs bills	10,101 64
Constables	10,486 20
	61,880 66

In regard to future legislation to protect the treasury against unjust claims on account of such costs, I deem it proper to say, the subject has been considered by the Secretary of the Interior, and that he has conferred with the Judiciary Committee in the matter.

Most respectfully, yours,

ELISHA WHITTLESEY.

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 90.

EXPENDITURES FOR CRIMINAL PROSECUTIONS IN THE DISTRICT OF COLUMBIA.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING

A report of expenditures in the District of Columbia for criminal prosecutions, &c.

April 22, 1856.—Referred to the Committee on the Judiciary, and ordered to be printed.

Treasury Department, *April* 21, 1856.

Sir: In compliance with a resolution of the House of Representatives of April 17, 1856, requesting "the Secretary of the Treasury to inform this House what amount of money has been paid from the national treasury for costs in criminal cases, and on warrants to prevent breaches of the peace, in the District of Columbia, for the year ending March 30, 1856; and whether, in his opinion, any legislation is necessary to protect the treasury against unjust claims on account of such costs," I have the honor to transmit herewith a report from the First Comptroller of the Treasury, which contains the information required.

I have the honor to be, very respectfully,

JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. Banks, Jr.,
Speaker of the House of Representatives.

Treasury Department,
Comptroller's Office, April 21, 1856.

Sir: In obedience to your instructions of the 18th instant, I report on the following resolution, so far as it is practicable, keeping in view the spirit of the resolution, rather than its specific directions. The resolution calls for the expenditures in the District of Columbia for criminal prosecutions for one year ending the 30th of March, 1856; but inasmuch as the United States marshal, whose duty it is to dis-

burse the amount required for legal charges attendant upon the administration of justice in the District of Columbia, renders his accounts semi-annually, for the terms ending respectively on the 30th of June and the 31st of December, the entire year of 1855 is selected, as the information cannot be given for the period designated in the resolution.

"*Thirty-fourth Congress, first session—Congress of the United States.*

"IN THE HOUSE OF REPRESENTATIVES, *April* 17, 1856.

"On motion of Mr. Stanton,

"*Resolved*, That the Secretary of the Treasury be requested to inform this House what amount of money has been paid from the national treasury for costs in criminal cases, and on warrants to prevent breaches of the peace, in the District of Columbia, for the year ending March 30, 1856; and whether, in his opinion, any legislation is necessary to protect the treasury against unjust claims on account of such costs."

Statement of costs for 1855.

Marshal	$3,389 55
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Clerk (December term not returned)	4,275 27
Jurors	4,547 50
Witnesses	3,946 40
Jail, guards, and all other costs	14,176 12
Contingencies	1,450 64
Support of prisoners	4,182 34
Magistrates' costs bills	10,101 64
Constables	10,486 20
	61,880 66

In regard to future legislation to protect the treasury against unjust claims on account of such costs, I deem it proper to say, the subject has been considered by the Secretary of the Interior, and that he has conferred with the Judiciary Committee in the matter.

Most respectfully, yours,

ELISHA WHITTLESEY.

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

34th CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 91.

MINT—NEW FIXTURES, ETC.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

RECOMMENDING

An appropriation for the purchase of new fixtures and machinery for the mint at Philadelphia.

APRIL 17, 1856.—Referred to the Committee of Ways and Means.

TREASURY DEPARTMENT, *April* 15, 1856.

SIR: I have the honor to call the attention of Congress to the necessity of an appropriation for new fixtures and machinery for the mint at Philadelphia.

The items are, mainly, shafting, counter-shafting, hangers, plates, pulleys, &c., required by the coiner, melter and refiner, engraver, and machinist, and putting up same; plumbing, taking down, altering and putting up steam, water, and gas pipes, cistern filterers, separating house, annealing, melting, and assay furnaces; cutting presses and hoisting machinery of metal to substitute for those of wood, and for improved machinery required for the grinding and separating the "sweeps" for the engraver's and machinist's departments; and for lathes, planers, and other implements.

The mint has been made fire-proof and thoroughly repaired, under the appropriation of the last Congress; and the sum now asked for is needed to adapt the machinery, &c., to the altered condition of the building.

It is estimated that the fixtures, machinery, &c., will cost $21,000. I have, therefore, respectfully to suggest the appropriation of that amount for the purposes specified.

I have the honor to be, very respectfully,

JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. BANKS, Jr.,
Speaker of the House of Representatives.

34th Congress, 1st Session. } HOUSE OF REPRESENTATIVES. { Ex. Doc. No. 92.

TRANSFER OF ARMY ACCOUNTS TO THIRD AUDITOR'S OFFICE.

LETTER

FROM THE

SECRETARY OF THE TREASURY,

RECOMMENDING

The transfer of all army accounts to the Third Auditor's office, and the accounts of the Interior Department to the Second Auditor's office.

APRIL 17, 1856.—Referred to the Committee of Ways and Means.

TREASURY DEPARTMENT, *April* 17, 1856.

SIR: In all my reports, the propriety of having all the army accounts settled in the office of either the Second or Third Auditor has been urged upon the consideration of Congress; and the Secretary of War, in his report to the President, has also recommended it. I deem it essential to a prompt adjustment of those accounts, and a more economical and efficient service on the part of the disbursing officers of the army, and suggest the propriety of passing a joint resolution of the import of the one enclosed.

The proposed transfer will take from the Second Auditor the accounts of the pay of the army, the accounts of the Ordnance department, the accounts of the Medical department, and recruiting accounts, which, in addition to the quartermaster accounts, the subsistence accounts, the engineer and topographical-engineer accounts, and the army pension-agent accounts, will constitute the business of the Third Auditor's office. This will leave to the Second Auditor the Indian accounts; and it is proposed to transfer to his office all accounts arising in the Interior Department. This would give relief to the First Auditor, and make the distribution more equitable than it now is.

The reason for the proposed transfer of the army accounts from the Second to the Third Auditor is because the greater portion of the army accounts are now settled in the Third Auditor's office, and there would be fewer records, papers, and files to be removed, and fewer